



- 6      **2013-0141**    ( 4/22/2013, Wilson )  
          Proclamation: "Little Red Church Festival Weekend"

## REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

- 2013-0145    ( 4/22/2013, St. Pierre, Jr. )  
          Parish President Remarks/Report

## ORDINANCES/RESOLUTIONS INTRODUCED FOR PUBLICATION/PUBLIC HEARING

Monday, May 6, 2013, 6:00 pm, Council Chambers, Courthouse, Hahnville

*(No items for the regular Agenda)*

## PLANNING AND ZONING PETITIONS

- 7      **2013-0127**    ( 4/8/2013, St. Pierre, Jr., Department of Planning & Zoning )  
          An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, to approve a change of zoning classification from R-1AM to M-1 at 818 Fox Lane (Lot 1, Square B, Almedia Plantation Subdivision of Tract 32, and a 117 linear foot section of a 16-foot wide undeveloped road), St Rose, as requested by Metro Investments LLC.

Legislative History

3/5/13	Department of Planning & Zoning	Received/Assigned PH	
4/4/13	Department of Planning & Zoning	Recommended Approval	Planning Commission
4/4/13	Planning Commission	Recommended Approval	Parish Council
4/8/13	Parish President	Introduced	
4/8/13	Parish Council	Publish/Scheduled PH	

## ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

- 17      **2013-0108**    ( 4/8/2013, St. Pierre, Jr., Department of Community Services )  
          An ordinance to approve and authorize the Execution of an Agreement with the St. Charles Parish Department of Community Services and the St. Charles Parish School Board for a Summer Food Service Program from June 3, 2013 through July 11, 2013.

Legislative History

4/8/13	Parish President	Introduced	
4/8/13	Parish Council	Publish/Scheduled PH	

- 22      **2013-0126**    ( 4/8/2013, St. Pierre, Jr., Department of Public Works )  
          An ordinance to approve and authorize the execution of a Contract for Engineering Services with Civil & Environmental Consulting Engineers for necessary professional engineering services associated with Parish Project No. P130301 Cortez Pump Station Capacity Increase and Upgrades.

Legislative History

4/8/13	Parish President	Introduced	
4/8/13	Parish Council	Publish/Scheduled PH	

- 44     **2013-0129**   ( 4/8/2013, St. Pierre, Jr., Department of Planning & Zoning )  
 An ordinance to amend the Code of Ordinances Appendix A, Sections X.G.1.c and X.G.3.a to change the permit type and to clarify the General Design Requirements for the installation of telecommunication towers and related equipment to reflect the International Building Code Wind Load Requirements.
- Legislative History
- |        |                                 |                          |                     |
|--------|---------------------------------|--------------------------|---------------------|
| 4/4/13 | Department of Planning & Zoning | Recommended Approval     | Planning Commission |
| 4/4/13 | Planning Commission             | Recom'd Approval w/Strip | Parish Council      |
- Approval with amendments
- |        |                  |                      |  |
|--------|------------------|----------------------|--|
| 4/8/13 | Parish President | Introduced           |  |
| 4/8/13 | Parish Council   | Publish/Scheduled PH |  |
- 48     **2013-0130**   ( 4/8/2013, St. Pierre, Jr., Department of Parks and Recreation, Tastet, Fisher-Perrier, Faucheux )  
 An ordinance to approve and authorize the execution of a Mitigation Participation Agreement by and between Chevron U.S.A, Inc. and the Parish of St. Charles in the amount of \$60,000.00 for wetlands mitigation required to further develop Rathborne Park in Luling.
- Legislative History
- |        |                  |                      |  |
|--------|------------------|----------------------|--|
| 4/8/13 | Parish President | Introduced           |  |
| 4/8/13 | Parish Council   | Publish/Scheduled PH |  |
- 60     **2013-0131**   ( 4/8/2013, St. Pierre, Jr., Department of Public Works )  
 An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No. P091001, Drainage Improvements to KCS Canal Project to increase the contract amount by \$63,521.20 and increase the contract time by eighty three (83) days.
- Legislative History
- |        |                  |                      |  |
|--------|------------------|----------------------|--|
| 4/8/13 | Parish President | Introduced           |  |
| 4/8/13 | Parish Council   | Publish/Scheduled PH |  |
- 70     **2013-0132**   ( 4/8/2013, St. Pierre, Jr., Coastal Zone Management Section )  
 An ordinance to approve and authorize the execution of a Professional Services Agreement with Dr. Joseph Suhayda to perform consulting services during the Flood Insurance Rate Map appeal process currently being proposed by FEMA.
- Legislative History
- |        |                  |                      |  |
|--------|------------------|----------------------|--|
| 4/8/13 | Parish President | Introduced           |  |
| 4/8/13 | Parish Council   | Publish/Scheduled PH |  |
- 77     **2013-0133**   ( 4/8/2013, St. Pierre, Jr., Department of Finance )  
 An ordinance to amend the 2013 Consolidated Operating and Capital Budget, Amendment No. 3, to roll forward from the 2012 budget construction, architectural/engineering, and other fees for Fund 112 - Roads and Drainage for various parish projects that were not completed in 2012.  
*Revised Version of Exhibit A - Page 79*
- Legislative History
- |        |                  |                      |  |
|--------|------------------|----------------------|--|
| 4/8/13 | Parish President | Introduced           |  |
| 4/8/13 | Parish Council   | Publish/Scheduled PH |  |

- 92     **2013-0134**   ( 4/8/2013, St. Pierre, Jr., Department of Finance )  
 An ordinance to amend the 2013 Consolidated Operating and Capital Budget, Amendment No. 4, to add from the 2012 unexpended Roads and Drainage Fund Balance, construction, architectural/engineering, and other fees for Fund 112 - Roads and Drainage for various parish projects that were not completed in 2012.  
*Revised Version of Exhibit A - Page 94*  
Legislative History  
 4/8/13     Parish President                     Introduced  
 4/8/13     Parish Council                             Publish/Scheduled PH
- 109     **2013-0135**   ( 4/8/2013, Fisher-Perrier, Wilson )  
 An ordinance to approve and authorize the execution of Amendment No. 1 to Ordinance No. 13-3-14 to change the term of the Agreement, which approved an Agreement between Tausin Consultants, LLC and St. Charles Parish for governmental affairs representation.  
Legislative History  
 4/8/13     Council Member(s)                     Introduced  
 4/8/13     Parish Council                             Publish/Scheduled PH
- 112     **2013-0128**   ( 4/8/2013, St. Pierre, Jr., Department of Planning & Zoning )  
 An ordinance to revoke and abandon a portion of the right-of-way for an undeveloped, unnamed street located between Lot 1, Square B, Almedia Plantation Subdivision of Tract 32 and Tract 30 of Almedia Plantation Subdivision, St. Rose in favor of the abutting property owners.  
*Revised Version of Act of Revocation - Page 114*  
Legislative History  
 3/5/13     Department of Planning & Zoning     Received/Assigned PH  
 4/4/13     Department of Planning & Zoning     Recommended Approval     Planning Commission  
 4/4/13     Planning Commission                     Recommended Approval     Parish Council  
 4/8/13     Parish President                     Introduced  
 4/8/13     Parish Council                             Publish/Scheduled PH

## ORDINANCES/RESOLUTIONS WHICH HAVE BEEN TABLED

- 128     **2013-0103**   ( 3/25/2013, St. Pierre, Jr., Department of Finance )  
 An ordinance to amend the 2013 Consolidated Operating and Capital Budget to recognize revenues received prior to year end 2012 relating to the Airport Expansion Agreement, thus increasing the beginning 2013 General Fund balance by \$1,212,000 and to add revenues of \$300,000 under General Fund Account 001-313020 - Airport Expansion Agreement for 2013 Airport Expansion Agreement Revenues.  
Legislative History  
 3/25/13     Parish President                     Introduced  
 3/25/13     Parish Council                             Publish/Scheduled PH  
 4/8/13     Parish Council                             PH Requirements Satisfied  
*Reported:*  
*Finance Department Recommended: Approval*  
*Speakers:*  
 Ms. Mary Chloee, Luling  
 Mr. David Wedge, Bayou Gauche

4/8/13 Parish Council Tabled. Pass  
 Discussion: to table File No. 2013-0103

## PERSONS TO ADDRESS THE COUNCIL

- 134 **2013-0148** ( 4/22/2013 )  
 Mr. David G. Wedge: Levees, Sunset Drainage District, and Requirements to address the council article 7 sections 1
- 135 **2013-0149** ( 4/22/2013 )  
 Ms. Telesia Batte: Fema maps lobbying
- 136 **2013-0150** ( 4/22/2013 )  
 Ms. Catherine Porthouse: Proposed FEMA maps, appeal, seclusion & science
- 137 **2013-0151** ( 4/22/2013 )  
 Mr. Milton J. Allemand, Jr.: Role of law, civility, and respect
- 138 **2013-0152** ( 4/22/2013 )  
 Ms. Ann Marie Morvant: Bayou Gauche area
- 139 **2013-0153** ( 4/22/2013 )  
 Mr. Frank Whiteside: Biggert-Waters Act of 2012 - Suggestions for dealing with proposed new flood zones and extreme flood rates

## RESOLUTIONS

- 141 **2013-0142** ( 4/22/2013, St. Pierre, Jr., Department of Planning & Zoning )  
 A resolution providing mandatory supporting authorization to Brennen Friloux to endorse the Planning and Zoning Commission positive recommendation for a R-3 use in a C-2 zoning district, to construct a duplex residence, at 10628 River Road (Lot B-2, portion of Lot 5 of Part of the Baptiste St.Amant Tract), Ama.
- Legislative History
- 2/22/13 Department of Planning & Zoning Received/Assigned PH
- 4/4/13 Department of Planning & Zoning Remnd'd Approval w/Stip. Planning Commission  
 Approval with stipulation that no more than 2 units are approved.
- 4/4/13 Planning Commission Remnd'd Approval w/Stip. Parish Council  
 Approval with stipulation that no more than 2 units are approved.
- 4/22/13 Parish President Introduced
- 150 **2013-0144** ( 4/22/2013, St. Pierre, Jr., Department of Wastewater )  
 A resolution notifying the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report for LA0032131 - Luling Oxidation Pond, and set forth the required action.
- Legislative History
- 4/22/13 Parish President Introduced

160     **2013-0154**   ( 4/22/2013, Wilson )

A resolution to amend Resolution No. 5984 requesting the Louisiana Department of Transportation and Development to install "NO PARKING" signs on both sides of LA 3160 where it intersects with Hwy. 18 (River Road), on the west side of LA 3160 install sign within 75 feet from the intersection of Hwy. 18, in Hahnville.

Legislative History:

4/22/13     Council Member(s)                     Introduced

162     **2013-0155**   ( 4/22/2013, St. Pierre, Jr., Department of Planning & Zoning, Schexnaydre, Fauchoux, Tastet, Hogan )

A resolution requesting that the Federal Emergency Management Agency (FEMA) delay the start of the 90 appeal period on the current St. Charles Parish Preliminary DFIRM Maps until FEMA has released the new insurance premium rate chart as developed for the implementation of the Biggert-Waters Act of 2012, and St. Charles Parish has had time to evaluate their effects on its citizens.

Legislative History:

4/22/13     Parish President                         Introduced

## APPOINTMENTS

**2013-0117**   ( 4/8/2013 )

Council Appointment to the St. Charles Parish Retiree Benefits Funding Trust - Board of Trustees. Council Chairman will accept nominations for appointment to the St. Charles Parish Retiree Benefits Funding Trust - Board of Trustees in accordance with the United States Internal Revenue Code, Section 115 Retiree Benefits Trust. The Board shall be comprised of five (5) initial members; one (1) member of the St. Charles Parish Council to be designated by the Council. Term to begin immediately and expire January 10, 2016. [Term is concurrent with the Governing Authority.] [Deferred from the April 8, 2013 Parish Council Meeting.]

Legislative History:

3/25/13     Parish Council                             Enacted Legislation

Approved Ordinance No. 13-3-12, creating the SCP Retiree Benefits Funding Trust, including the establishment of the Board of Trustees, in accordance with the United States Internal Revenue Code, Section 115 Retiree Benefits Trust for GASB 45 Compliance, term is concurrent with the Governing Authority.

4/8/13     Parish Council                             Deferred                                     Pass

Discussion: to defer File No. 2013-0117

**2013-0118**   ( 4/8/2013 )

Council Appointment to the St. Charles Parish Retiree Benefits Funding Trust - Board of Trustees. Council Chairman will accept nominations for appointment to the St. Charles Parish Retiree Benefits Funding Trust - Board of Trustees in accordance with the United States Internal Revenue Code, Section 115 Retiree Benefits Trust. The Board shall be comprised of five (5) initial members; one (1) member of the St. Charles Parish Council to be designated by the Council. Term to begin immediately and expire January 10, 2016. [Term is concurrent with the Governing Authority.] [Deferred from the April 8, 2013 Parish Council Meeting.]

Legislative History:

3/25/13     Parish Council                             Enacted Legislation

Approved Ordinance No. 13-3-12, creating the SCP Retiree Benefits Funding Trust, including the establishment of the Board of Trustees, in accordance with the United States Internal Revenue Code, Section 115 Retiree Benefits Trust for GASB 45 Compliance, term is concurrent with the Governing Authority.

4/8/13 Parish Council Deferred Pass  
 Discussion: to defer File No. 2013-0118

163 2013-0113 ( 4/8/2013 )

A resolution to appoint a member to the St. Charles Parish Hospital Service District Board of Commissioners.

Council Chairman will accept nominations to fill the vacancy created by the expiration of the term of Ms. Barbara Smith. Six (6) year term to begin May 22, 2013 and expire May 22, 2019.

Legislative History:

5/21/07 Parish Council Enacted Legislation

Ms. Barbara Smith appointed to the Hospital Service District on May 21, 2007, per Resolution No. 5440  
 Term: June 5, 2007 - May 22, 2013

4/8/13 Parish Council Vacancy Announced

164 2013-0114 ( 4/8/2013 )

A resolution to appoint a member to the St. Charles Parish Hospital Service District Board of Commissioners.

Council Chairman will accept nominations to fill the vacancy created by the expiration of the term of Ms. Betty Portera. Six (6) year term to begin May 22, 2013 and expire May 22, 2019.

Legislative History:

5/21/07 Parish Council Enacted Legislation

Ms. Betty Portera appointed to the Hospital Service District on May 21, 2007, per Resolution No. 5441  
 Term: June 5, 2007 - May 22, 2013

4/8/13 Parish Council Vacancy Announced

165 2013-0045 ( 2/18/2013 )

A resolution appointing a member to the Sunset Drainage District.

Council Office did not receive Petition Signatures by April 3, 2013 deadline.

Authorize advertisement of vacancy and authorize the forwarding of Petition Signatures to the Sunset Drainage District Board for verification. Term of Mr. Curlis J. Matherne to expire May 9, 2013. Five (5) year term to begin May 9, 2013 and expire May 9, 2018.

Legislative History:

5/5/08 Parish Council Enacted Legislation

Mr. Curlis J. Matherne appointed to the Sunset Drainage District on May 5, 2008, per Resolution No. 5545  
 Term: May 9, 2008 - May 9, 2013

2/18/13 Parish Council Authorized

2013-0146 ( 4/22/2013 )

A resolution to appoint a member to the Planning & Zoning Commission as the District II Representative.

On May 6, 2013, the Council Chairman will accept nomination from the District II Councilmember to fill the vacancy created by the expiration of the term of Mr. Neal Clulee. Four (4) year term to begin May 31, 2013 and expire May 31, 2017.

Legislative History:

5/18/09 Parish Council Enacted Legislation

Mr. Neal Clulee appointed to the Planning & Zoning Commission on May 18, 2009, per Resolution No. 5645  
 Term: May 31, 2009 - May 31, 2013

**2013-0147** ( 4/22/2013 )

A resolution to appoint a member to the Planning & Zoning Commission as the District III Representative.

*On May 6, 2013, the Council Chairman will accept nomination from the District III Councilmember to fill the vacancy created by the expiration of the term of Mr. John R. Gibbs. Four (4) year term to begin May 31, 2013 and expire May 31, 2017.*

Legislative History

5/18/09 Parish Council Enacted Legislation

*Mr. John R. Gibbs appointed to the Planning & Zoning Commission on May 18, 2009, per Resolution No. 5646  
Term: May 31, 2009 - May 31, 2013*

**SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL****2013-0055** ( 4/22/2013, Benedetto )

Executive Session: Mayor Mitchell J. Landrieu vs. St. Charles Parish Council, Et Al; Civil District Court for the Parish of Orleans, Case Number 2012-08721

Legislative History

2/18/13 Parish Council Motion Pass

*to go into Executive Session*

2/18/13 Parish Council Heard in Executive Session

2/18/13 Parish Council Motion Pass

*to return to the regular order of the agenda*

3/11/13 Parish Council Motion Pass

*to go into Executive Session*

3/11/13 Parish Council Heard in Executive Session

3/11/13 Parish Council Motion Pass

*to return to the regular order of the agenda*

3/25/13 Parish Council Motion Pass

*to go into Executive Session*

3/25/13 Parish Council Heard in Executive Session

3/25/13 Parish Council Motion Pass

*to return to the regular order of the agenda*

4/8/13 Parish Council Motion Pass

*to go into Executive Session*

4/8/13 Parish Council Heard in Executive Session

4/8/13 Parish Council Motion Pass

*to return to the regular order of the agenda*

**MEETINGS, ANNOUNCEMENTS, NOTICES, ETC.****MEETINGS**

*HOSPITAL BOARD: Wednesday, 4/24/13, 9AM, Council Chambers*

*COASTAL ZONE ADVISORY COMMITTEE: Thursday, 4/25/13, 6:30PM, Council Chambers*

*HOUSING AUTHORITY: Tuesday, 4/30/13, 6PM, Council Chambers*

*PLANNING & ZONING: Thursday, 5/2/13, 7PM, Council Chambers*

**ANNOUNCEMENTS**

*IMPORTANT DATES FOR THE SATURDAY, MAY 4, 2013 SPECIAL COUNCIL DISTRICT II ELECTION*

*\*Early Voting - Tuesday April 23rd, Wednesday April 24th, Thursday April 25th, Friday April 26th, Saturday April 27th, 2013 at the Registrar of Voters Office (8:30 am till 6:00 pm); Westbank: Courthouse, 15045 River Road, Hahnville, Eastbank: Arterbury Building, 14564 River Road, New Sarpy. Election Day Polling Locations Open 7:00 am until 8:00 pm. Please view the Registrar of Voters Website for more information.*

*\*Tuesday April 30, 2013 - Last day to Request Absentee Mail Ballots*

*\*Friday May 3, 2013 - Last Day for Registrar to receive Voted Absentee Ballot*

*\*Saturday May 4, 2013 - Election Day*

**Accommodations for Disabled**

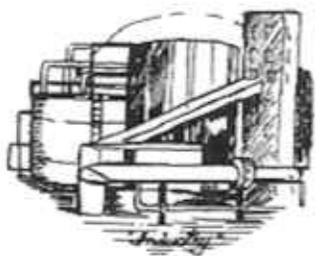
**St. Charles Parish will upon request and with three (3) days advanced notice provide reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact the Office of the Council Secretary at (985) 783-5000 to discuss the particular accommodations needed.**

# The Parish of St. Charles

April 22, 2013



The St. Charles Parish Council  
and the Parish President  
Deeply Appreciate  
Your Years of Service



## LIBRARY SERVICE DISTRICT BOARD OF CONTROL



January 10, 2011 - April 1, 2013



## INGRID ADAMS

"PARISH OF PLENTY"  
created in 1807 from the county of the  
"German Coast", a parish of  
unprecedented economic and social  
development, known for its  
hospitality, rural living and sporting  
opportunities... with the added  
distinction of being located  
on both sides of the  
Mighty Mississippi River.

V.J. ST. PIERRE, JR.  
PARISH PRESIDENT

CLAYTON FAUCHEUX, JR.  
COUNCILMAN AT LARGE, DIV. B

TERRELL D. WILSON  
COUNCILMAN, DISTRICT I

MARY TASTET  
COUNCILWOMAN, DISTRICT II

WENDY BENEDETTO  
COUNCILWOMAN, DISTRICT III

CAROLYN K. SCHEXNAYDRE  
COUNCILWOMAN AT LARGE, DIV. A

PAUL J. HOGAN  
COUNCILMAN, DISTRICT IV

LARRY COCHRAN  
COUNCILMAN, DISTRICT V

TRACI A. FLETCHER  
COUNCILWOMAN, DISTRICT VI

JULIA FISHER-PERRIER  
COUNCILWOMAN, DISTRICT VII

**2013-0140**

**PROCLAMATION**

**WHEREAS,** *our Nation was founded by men who sought wisdom and guidance through prayer; and,*

**WHEREAS,** *the National Day of Prayer was first proclaimed by the Continental Congress in 1775; and,*

**WHEREAS,** *the Congress of the United States in 1952, enacted legislation setting aside a Day of Prayer for the Nation, and 1988, designated the first Thursday in May as the National Day of Prayer; and,*

**WHEREAS,** *prayer has played a strong role in our Nation's history and heritage, as many Americans have depended on it for healing, hope and guidance; and,*

**WHEREAS,** *the observance of the National Day of Prayer has proved to be a powerful tool that has brought together and united citizens from diverse religious backgrounds in an effort to face life's challenges with renewed hope; and,*

**WHEREAS,** *this year marks the 62<sup>nd</sup> annual National Day of Prayer and people will gather together across our Nation to observe this symbolic event.*

**NOW, THEREFORE, WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, AND THE PARISH PRESIDENT, DO HEREBY DECLARE THURSDAY, MAY 2, 2013, AS**

**"NATIONAL DAY OF PRAYER"**

**IN ST. CHARLES PARISH.**

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**V.J. ST. PIERRE, JR.**  
**PARISH PRESIDENT**

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**CAROLYN K. SCHEXNAYDRE**  
**COUNCILWOMAN AT LARGE, DIV. A**

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**CLAYTON FAUCHEUX, JR.**  
**COUNCILMAN AT LARGE, DIV. B**

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**PAUL J. HOGAN, PE**  
**COUNCILMAN, DISTRICT IV**

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**TERRELL D. WILSON**  
**COUNCILMAN, DISTRICT I**

---

**LARRY COCHRAN**  
**COUNCILMAN, DISTRICT V**

---

**MARY TASTET**  
**COUNCILWOMAN, DISTRICT II**

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**TRACI A. FLETCHER**  
**COUNCILWOMAN, DISTRICT VI**

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**WENDY BENEDETTO**  
**COUNCILWOMAN, DISTRICT III**

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**JULIA FISHER-PERRIER**  
**COUNCILWOMAN, DISTRICT VII**

DAY OF PRAYER 2013.pdf

2013-0138

**PROCLAMATION**

**WHEREAS,** *the 45<sup>th</sup> Anniversary of the National Fair Housing Law, Title VIII of the Civil Rights Act of 1968, during the month of April, is an occasion for all Americans – individually and collectively – to rededicate themselves to the principle of freedom from housing discrimination whenever it exists; and,*

**WHEREAS,** *this law guarantees for each citizen the critical, personal element of freely choosing a home; and,*

**WHEREAS,** *a fair housing law has been passed by the state of Louisiana, and implementation of the law requires the positive commitment, involvement, and support of each of our citizens; and,*

**WHEREAS,** *the departments and agencies of the state of Louisiana are to provide leadership in the effort to make fair housing not just an idea, but an ideal for all our citizens; and,*

**WHEREAS,** *barriers that diminish the rights and limit the options of any citizen to freely choose a home will ultimately diminish the rights and limit the options of all.*

**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby proclaim the month of APRIL 2013, as**

**“FAIR HOUSING MONTH  
IN  
ST. CHARLES PARISH”**

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**V.J. ST. PIERRE, JR.**  
**PARISH PRESIDENT**

---

**CAROLYN K. SCHEXNAYDRE**  
**COUNCILWOMAN AT LARGE, DIV. A**

---

**CLAYTON FAUCHEUX, JR.**  
**COUNCILMAN AT LARGE, DIV. B**

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**PAUL J. HOGAN, PE**  
**COUNCILMAN, DISTRICT IV**

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**TERRELL D. WILSON**  
**COUNCILMAN, DISTRICT I**

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**LARRY COCHRAN**  
**COUNCILMAN, DISTRICT V**

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**MARY TASTET**  
**COUNCILWOMAN, DISTRICT II**

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**TRACI A. FLETCHER**  
**COUNCILWOMAN, DISTRICT VI**

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**WENDY BENEDETTO**  
**COUNCILWOMAN, DISTRICT III**

---

**JULIA FISHER-PERRIER**  
**COUNCILWOMAN, DISTRICT VII**

2013-0139

## PROCLAMATION

- WHEREAS,** America's WETLANDS, a vast landscape extending along Louisiana's coast and home to a unique and intricate ecosystem is disappearing at a rate of 25 square miles per year; and,
- WHEREAS,** America's WETLANDS, is an area of world ecological significance and strategic importance to our national economy and energy security, and is at a great risk; and,
- WHEREAS,** America's WETLANDS, is the wintering habit for millions of waterfowl and migratory birds whose habitat is lost as the wetlands disappear, and the Nation relies on Louisiana's working wetlands to provide protection for oil and gas pipelines that serve as a major artery for delivering more than 25 percent of the Nation's energy; and,
- WHEREAS,** Louisiana's proposed Comprehensive Coastal Protection and Restoration Master Plan is an integral component in our work to preserve, protect, and restore America's WETLANDS; and,
- WHEREAS,** the LSU AgCenter and the LA Department of Natural Resources has teamed up for the fifth year to bring teachers and students throughout our State and Parish the Youth Wetlands Week Program; a program consisting of environmental education lessons and hands-on activities designed to heighten the awareness of Louisiana's youth to the unprecedented problem of wetland loss; and,
- WHEREAS,** last year within St. Charles Parish, 400 students and 5 teachers participated in Youth Wetlands Week and in 2013, there are 400 students and 6 teachers enrolled to participate in the program.

NOW, THEREFORE BE IT RESOLVED THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM THE WEEK OF APRIL 21-27, 2013, AS

### "YOUTH WETLANDS WEEK"

IN ST. CHARLES PARISH AND URGE EVERYONE TO TAKE THIS WEEK TO LEARN MORE ABOUT COASTAL PROTECTION AND SUPPORT EFFORTS TO RAISE AWARENESS ABOUT THE CRITICAL NEED FOR LOUISIANA TO DEVELOP A SUSTAINABLE COAST.

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V.J. ST. PIERRE, JR.  
PARISH PRESIDENT

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CAROLYN K. SCHEXNAYDRE  
COUNCILWOMAN AT LARGE, DIV. A

---

CLAYTON FAUCHEUX, JR.  
COUNCILMAN AT LARGE, DIV. B

---

PAUL J. HOGAN, PE  
COUNCILMAN, DISTRICT IV

---

TERRELL D. WILSON  
COUNCILMAN, DISTRICT I

---

LARRY COCHRAN  
COUNCILMAN, DISTRICT V

---

MARY TASTET  
COUNCILWOMAN, DISTRICT II

---

TRACI A. FLETCHER  
COUNCILWOMAN, DISTRICT VI

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WENDY BENEDETTO  
COUNCILWOMAN, DISTRICT III

---

JULIA FISHER-PERRIER  
COUNCILWOMAN, DISTRICT VII

2013-0143**PROCLAMATION**

**WHEREAS,** *St. Charles Parish is a Community that includes many citizens aged 60 and older; and,*

**WHEREAS,** *the older adults in St. Charles Parish are the roots from which our Community grows, who bestow gifts of wisdom and insight upon younger generations, and strengthen the bonds between neighbors to create a better place to live; and,*

**WHEREAS,** *our society can be enhanced by older adults aging peacefully in their communities; and,*

**WHEREAS,** *the older adults in St. Charles Parish should be commended for their role in creating and bolstering the fiber of our Community and Nation; and,*

**WHEREAS,** *our Community can provide that recognition and respect by enriching the quality of life for older Americans by increasing their opportunities to remain in their communities as active and engaged citizens; provide services, technologies, and support systems that allow seniors to foster and maintain connections within the community; and emphasize the value of elders by publically recognizing their contributions to the diversity, strength, and unity of our Community; and,*

**WHEREAS,** *the 2013 theme for Older Americans Month is "Unleash the Power of Age".*

**NOW, THEREFORE, WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM THE MONTH OF MAY, 2013, AS**

**"OLDER AMERICANS MONTH"**

**IN ST. CHARLES PARISH AND MAY 24, 2013, AS**

**"OLDER AMERICANS MONTH CELEBRATION"**

**BE IT FURTHER RESOLVED,** *THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, URGE ALL CITIZENS TO TAKE TIME THIS MAY TO HONOR OUR OLDER ADULTS AND THE PROFESSIONALS, FAMILY MEMBERS, AND VOLUNTEERS WHO CARE FOR THEM. OUR RECOGNITION OF OLDER AMERICANS AND THEIR INVOLVEMENT IN OUR LIVES CAN HELP US ACHIEVE STRONGER AND MORE MEANINGFUL CONNECTIONS WITH EACH OTHER AND ENRICH OUR COMMUNITY'S QUALITY OF LIFE.*

---

**V.J. ST. PIERRE, JR.**  
**PARISH PRESIDENT**

---

**CAROLYN K. SCHEXNAYDRE**  
**COUNCILWOMAN AT LARGE, DIV. A**

---

**CLAYTON FAUCHEUX, JR.**  
**COUNCILMAN AT LARGE, DIV. B**

---

**PAUL J. HOGAN, PE**  
**COUNCILMAN, DISTRICT IV**

---

**TERRELL D. WILSON**  
**COUNCILMAN, DISTRICT I**

---

**LARRY COCHRAN**  
**COUNCILMAN, DISTRICT V**

---

**MARY TASTET**  
**COUNCILWOMAN, DISTRICT II**

---

**TRACI A. FLETCHER**  
**COUNCILWOMAN, DISTRICT VI**

---

**WENDY BENEDETTO**  
**COUNCILWOMAN, DISTRICT III**

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**JULIA FISHER-PERRIER**  
**COUNCILWOMAN, DISTRICT VII**

OLDAmerican.PCL 2013

**2013-0141**

**PROCLAMATION**

**WHEREAS,** *St. Charles Borromeo Catholic Church is hosting their 33rd Annual Little Red Church Food & Fun Festival on May 3-5, 2013 at 13396 River Road in Destrehan, Louisiana.*

**WHEREAS,** *The Little Red Church Festival Committee invites everyone to come and enjoy delicious food & beverages, exciting games, amusement park rides, live bands, dancing, pageantry, drum lines & the coronation of Miss Little Red Church.*

**NOW, THEREFORE, WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM MAY 3-5, 2013, AS ST. CHARLES BORROMEO CATHOLIC CHURCH'S**

**"LITTLE RED CHURCH FESTIVAL WEEKEND"**

**IN ST. CHARLES PARISH AND ENCOURAGE ALL CITIZENS TO ATTEND THE FESTIVAL IN DESTREHAN, LOUISIANA.**

\_\_\_\_\_  
**V.J. ST. PIERRE, JR.**  
**PARISH PRESIDENT**

\_\_\_\_\_  
**CAROLYN K. SCHEXNAYDRE**  
**COUNCILWOMAN AT LARGE, DIV. A**

\_\_\_\_\_  
**CLAYTON FAUCHEUX, JR.**  
**COUNCILMAN AT LARGE, DIV. B**

\_\_\_\_\_  
**PAUL J. HOGAN, PE**  
**COUNCILMAN, DISTRICT IV**

\_\_\_\_\_  
**TERRELL D. WILSON**  
**COUNCILMAN, DISTRICT I**

\_\_\_\_\_  
**LARRY COCHRAN**  
**COUNCILMAN, DISTRICT V**

\_\_\_\_\_  
**MARY TASTET**  
**COUNCILWOMAN, DISTRICT II**

\_\_\_\_\_  
**TRACI A. FLETCHER**  
**COUNCILWOMAN, DISTRICT VI**

\_\_\_\_\_  
**WENDY BENEDETTO**  
**COUNCILWOMAN, DISTRICT III**

\_\_\_\_\_  
**JULIA FISHER-PERRIER**  
**COUNCILWOMAN, DISTRICT VII**

**2013-0127**

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF PLANNING & ZONING)**

**ORDINANCE NO. \_\_\_\_\_**

An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, to approve a change of zoning classification from R-1AM to M-1 at 818 Fox Lane (Lot 1, Square B, Almedia Plantation Subdivision of Tract 32, and a 117 linear foot section of a 16-foot wide undeveloped road), St Rose, as requested by Metro Investments LLC.

- WHEREAS,** the property at 818 Fox lane is vacant; and,
- WHEREAS,** the surrounding land uses make a light industrial use of the property a likely alternative; and,
- WHEREAS,** the St. Charles Parish Planning and Zoning Commission recommended approval of the owners' request to rezone to M-1 at its regular meeting of April 4, 2013; and,
- WHEREAS,** rezoning the property to M-1 does not conflict with the Future Land Use Map.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, to approve a change of zoning classification from R-1AM to M-1 at 818 Fox Lane (Lot 1, Square B, Almedia Plantation Subdivision of Tract 32, and a 117 linear foot section of a 16-foot wide undeveloped road), St Rose, as requested by Metro Investments LLC.

**SECTION II.** To authorize the Department of Planning & Zoning to amend the official St. Charles Parish Zoning Map to reflect the zoning reclassifications to M-1.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

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**RECOMMENDATIONS AT A GLANCE**

PZR-2013-05 requested by Metro Investments, LLC for a change in zoning classification from R-1A(M) to M-1 at 818 Fox Lane (Lot 1, Square B, Almedia Plantation Subdivision of Tract 32, and a 117 linear foot section of a 16' wide undeveloped road), St. Rose. Council District 5.

**Planning Department Recommendation:**

Approval

**Planning Commission Recommendation:**

Approval

Mr. Gibbs: Next item on the agenda **PZR-2013-05** requested by **Metro Investments, LLC** for a change in zoning classification from R-1A(M) to M-1 at **818 Fox Lane** (Lot 1, Square B, Almedia Plantation Subdivision of Tract 32, and a 117 linear foot section of a 16' wide undeveloped road), St. Rose. Council District 5. Mr. Romano.

Mr. Romano: Thank you Sir. This applicant is requesting to rezone approximately 11,000 square foot lot fronting Fox Lane in St. Rose, Square B Lot 1, from R-1AM to M-1. The surrounding zoning is M-1 to the east and south, R-1AM to the north and west of the site. Surrounding land uses are generally consistent with the zoning designations. Residential uses persist along Fox Lane to the north and west while light industrial uses exist south across Airline Drive and east of the property.

The applicant has also filed a request to revoke a 16-foot wide undeveloped right of way that runs south of the subject property for rezoning. Assuming approval of that revocation, the site will be resubdivided into the larger lot that exists to the south along Airline. The analysis of this application assumes that PZREV 2013-01 will get approved and that the site becomes a portion of a lot this is 90,968 square feet in size.

A rezoning request must meet the test of at least one of three criteria listed in regulations if a recommendation for approval is stated. **This request appears to meet the third criteria.**

The rezoning is not capricious or arbitrary as it extends existing M-1 zoning that abuts it both to the south and to east. The vast majority of land uses in the vicinity are also either commercial or light industrial in nature. In fact, current R-1A and R-1AM land uses on Fox Lane have co-existed with these more intensive uses for a number of years. Rezoning the lot to M-1 would not cause a monopoly of such land uses. Finally, rezoning to M-1 extends existing M-1 zoning of the abutting site and those across Airline Drive. Thus, no spot zone is being created.

Fox Lane separates the site from the R-1AM use across from the site. Development of the subject site for commercial or light industrial uses will trigger buffer landscape and fencing requirements of the zoning code.

The Department recommends rezoning approval.

Mr. Gibbs: Thank you Mr. Romano. This is a public hearing for PZR-2013-05.

Mr. Chairman and Commission members my name is Gary Smith, 280 North Bend in Montz here representing Metro Investments. Metro Investments owns the piece that is adjacent to the south of the Ryder facility and leases it to Ryder with the intent lease this little portion to Ryder for more parking area for them. They bought it from the adjacent land owner right across from Fox Lane, the mother of the land owner right behind them are in agreement with what is going on here.

Mr. Gibbs: Thank you Mr. Smith. Any questions? Thank you Mr. Smith. Anyone else in favor or to against PZR-2013-05? Seeing none.

Mr. Booth: This is in my area and I've had no one to complain. I think this is a good use of this property.

Mr. Gibbs: Thank you Mr. Booth. Cast your vote please.

YEAS: Pierre, Foster, Booth Gibbs, Galliano, Clulee, Frangella  
NAYS: None  
ABSENT: None

Mr. Gibbs: And that is unanimous. That has to go the Council Mr. Smith.

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## St. Charles Parish Department of Planning & Zoning

### LAND USE REPORT

**CASE NUMBER: PZR-2013-02**

#### GENERAL APPLICATION INFORMATION

- ◆ **Name/Address of Applicant:** Metro Investments LLC  
10557 Airline Drive  
St. Rose LA 70087  
504.737.1600
- Application Date:** 3/5/2013
- ◆ **Location of Site:**  
818 Fox Lane, St. Rose
- ◆ **Requested Action:**  
Rezone from R-1AM to M-1.

#### SITE-SPECIFIC INFORMATION

- ◆ **Size of Parcel:** 11,145 sq ft
- Plan 2030 Recommendations:**  
Light-Industrial
- ◆ **Zoning and Land Use:**  
R-1AM zoning;  
undeveloped land uses
- ◆ **Surrounding Land Uses and Zoning:** North & west: R-1AM zoning and land uses  
South: M-1 zoning and land uses  
East: M-1 zoning and land uses.
- Traffic Access:**  
Fox Lane

#### APPLICABLE REGULATIONS

##### Appendix A., Zoning Ordinance, Section IV.9:

Rezoning Guidelines and Criteria: Before the Planning & Zoning Commission recommends or the Parish Council rezones property, there should be reasonable factual proof by the proponent of a change that one or more of the following criteria are met:

1. Land-use pattern or character has changed to the extent that the existing zoning no longer allows reasonable use of the proponent's property and adjacent property. Reasonableness is defined as:
  - a. Land use the same as, or similar to that existing on properties next to, or across the street from the site under consideration.
  - b. Consideration of unique or unusual physical or environmental limitations due to size, shape, topography or related hazards or deficiencies.
  - c. Consideration of changes in land value, physical environment or economic aspects, which tend to limit the usefulness of vacant land or buildings.
2. The proposed zoning change, and the potential of a resulting land use change, will comply with the general public interest and welfare and will not create:
  - a. Undue congestion of streets and traffic access.
  - b. Overcrowding of land or overburden on public facilities such as transportation, sewerage, drainage, schools, parks and other public facilities.
  - c. Land or building usage which, is, or may become incompatible with existing character or usage of the neighborhood.
  - d. An oversupply of types of land use or zoning in proportion to population, land use and public facilities in the neighborhood.
3. The proposed zoning change is in keeping with zoning law and precedent, in that:
  - a. It is not capricious or arbitrary in nature or intent.
  - b. It does not create a monopoly, or limit the value or usefulness of neighboring properties.
  - c. It does not adversely affect the reliance that neighboring property owners or occupants have placed upon existing zoning patterns.
  - d. It does not create a spot zone, that is, an incompatible or unrelated classification which would prevent the normal maintenance and enjoyment of adjacent properties.

AND

**Zoning Ordinance. D.**

***Manufacturing and industry districts***—The regulations in these districts are as follows.

**[I.] *M-1 Light manufacturing and industry district:***

1.

Use Regulations: A building or land may be used for the following purposes if in accordance with the special provisions outlined below.

a.

A building or land shall be used only for the following purposes:

- (1) Those uses identified as items 2 through 27 as listed in the C-3 District.
  - (2) Office parks which shall include groups or clusters of administrative, professional, and other business offices as well as individual banks and restaurants.
  - (3) Agriculture and other general farming uses.
  - (4) Warehousing and storage of nonhazardous material.
  - (5) Assembly plants.
  - (6) Bottled gas sales and/or service.
  - (7) Food processing plants.
  - (8) Cellophane products manufacturing.
  - (9) Cold storage or refrigerating plants.
  - (10) Electrical parts manufacturing and assembly.
  - (11) Fiber products manufacturing (previously prepared fiber).
  - (12) Garment manufacturing.
  - (13) Glass products manufacturing.
  - (14) Ironwork (no foundry, drop hammer, and no punch presses over twenty (20) tons capacity).
  - (15) [Repealed by Ord. No. 92-1-1, § I, 1-21-92.]
  - (16) Leather products manufacturing (previously prepared leather).
  - (17) Machinery equipment sales and service.
  - (18) Millwork.
  - (19) Paint mixing and treatment (not employing a boiling process).
  - (20) Paper products manufacturing (previously prepared material).
  - (21) Plastic products manufacturing (previously prepared material).
  - (22) Sheet metal products manufacturing (light).
  - (23) Sign manufacture.
  - (24) Open storage of building material, lumber, machinery and pipe, provided the material is enclosed within a solid fence at least six feet high within required building lines when the storage area is adjacent to or across the street from an A, R, or C District.
  - (25) Railroad freight terminals, switching and classification yards, repair shops, roundhouse, power houses and fueling, sanding and watering stations.
  - (26) Television and radio broadcasting transmitters.
  - (27) Textile products manufacturing.
  - (28) Toy manufacturing.
  - (29) Well drilling services.
  - (30) Wood products manufacturing (assembling work and finishing).
- b. Special exception uses and structures (variation):
- (1) Temporary construction facilities for a period of one (1) year upon approval of the Planning Director. (Ord. No. 88-9-9, 9-6-88)
- c. Special permit uses and structures include the following:
- (1) Office buildings for gambling operations, excluding all gaming activities, upon review and approval by the Planning Commission and supporting resolution of the Council. (Ord. No. 94-1-9, § V, 1-10-94)
  - (2) Operations which store or utilize hazardous materials identified through guidelines contained in subsection VI.D.I.4.b. of these regulations upon review and approval of the Planning Commission and supporting resolution of the Council. (Ord. No. 96-5-17, § II, 5-20-96)
  - (3) Cellular installations and PCS (personal communication service) installations. (Ord. No. 97-74, § V, 7-7-97)

(4) Truck terminals (with video poker gaming facilities) upon review and approval of the Planning Commission, and supporting resolution of the Council (Ord. No. 98-4-17, § IV, 4-20-98). Truck terminals with video poker gaming facilities shall conform to the regulations set forth by the state of Louisiana and to the following regulations:

(1) Frontage shall be on a median-divided, major arterial with a minimum of 4-roadway lanes, and having federal or state designation.

(2) Minimum lot size of site shall be ten (10) acres.

(3) Truck terminals with video poker gaming facilities shall also have all of the following amenities:

a) a separate truckers' lounge

b) a full-service laundry facility located in a convenient area for truckers' use

c) private showers for men and women and not located in an area open to general public restroom facilities

d) a travel store with items commonly referred to as truckers' supplies (items commonly used only by commercial motor vehicles)

e) truck scales

f) separate truckers' telephones

g) permanent storage facilities for fuel

(4) These regulations shall not be applied to any truck stops with video poker gaming facilities which have received a Certificate of Zoning Compliance previous to the date of this ordinance, notwithstanding any other provisions of this ordinance. (Ord. No. 01-5-18, § IV, 5-21-01)

(5) Towing yard. Towing yards shall conform to the following regulations:

(1) Site plan approval. All tow yard operators must secure approval of a site plan. The site plan shall include:

a) The storage layout and the maximum number of vehicles proposed to be stored. All storage parking spaces shall open directly to an access drive. Vehicles shall not be stored on top of each other. All vehicles shall be stored on an aggregate parking surface;

b) A seven-foot solid, opaque fence will enclose such yards and shall be maintained in a constant state of good repair. Entrances will be constructed of the same material as the fence. All entrances shall remain closed when not in use;

c) A ten (10) foot buffer zone when abutting a C-3 or lesser intensive use or zoning district. The buffer shall be planted with acceptable trees and shrubs;

d) All buildings and structures to be located on the site and the required off-street parking layout.

(2) Towing yard operators shall maintain records of each vehicle and its storage period. These records shall be available upon request of the planning department.

(3) Towing yards shall also adhere to state and local licensing requirements.

(4) Any change of permitted plan will result in a cease and desist order being placed on the towing yard. (Ord. No. 99-3-15, § II, 3-22-99)

(6) Green markets upon review and approval by the Planning Commission and supporting resolution of the Council. Such sites must possess frontage on a hard-surfaced public collector or arterial street. (Ord. No. 03-1-12, § V, 1-21-03)

(7) Barrooms, night clubs, lounges and dancehalls. (Ord. No. 08-5-5, I, 5-19-08)

(8) Automotive racing tracks and strips upon receiving a recommendation of the Planning and Zoning Commission and an ordinance granting approval by the Parish Council. (Ord. No. 11-5-2, 5-2-11)

(9) Disposal and/or deposition of directional boring slurry upon receiving a recommendation by the planning and zoning commission and an ordinance granting approval by the parish council. The requirement for a special permit shall not apply to directional boring associated with oil and gas production, nor shall it apply to the incidental or accidental deposition at the site of the boring. (Ord. No. 12-4-16, § II, 4-23-12)

2. Spatial Requirements:

a. Minimum lot size: Ten thousand (10,000) square feet.  
Minimum width: One hundred (100) feet. (Ord. No. 99-2-4, § I, 2-1-99)

b. Minimum yard sizes:

(1) Front - twenty-five (25) feet

(2) Side - fifteen (15) feet

(3) Rear - twenty-five (25) feet.

(4) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, notwithstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999. (Ord. No. 08-8-9, § XIII, 8-18-08)

3. Transportation System: Arterial, rail, water.

4. Special Provisions:

a. No manufacturing operations within the M-1 zoning district shall emit odors, gas or fumes beyond the lot line or produce a glare beyond the lot line. All facilities shall be dust-proofed including walkways, driveways and parking areas. All operations must be conducted within a building or within an area enclosed on all sides by a solid fence or wall no less than six (6) feet in height. (Ord. No. 89-2-13, 2-20-89; Ord. No. 05-5-2, 5-2-05)

b. Where any industrial or commercial use in an M-1 zoning district abuts any residential district or use, a six-foot high solid wood or vinyl fence or masonry wall shall border the same and there shall be a buffer strip fifteen (15) feet wide designated and maintained on the site planted with plant materials acceptable for buffer zones unless the Planning and Zoning Department shall require a greater buffer strip. (Ord. No. 05-5-2, 5-2-05)

c. The use(s) shall not receive, process, or create hazardous materials which are listed on the latest National Toxicology Programs Annual Report on Carcinogens, SARA Title III section 302 (EHS), and/or SARA Title III Section 313 (toxicity) without a special permit as identified in section VI.D.[I].1.c of this ordinance. Whenever a proposed development or expansion involves chemical processing or storage on a site in an M-1 zoning district and the uses do not require a special permit as identified in section VI.D.[I].1.c of this ordinance, certification shall be furnished by a chemical engineer, registered in the State of Louisiana and approved by the Parish of St. Charles, that materials associated with the enterprise do not appear on cited hazardous material lists. Those chemicals or materials which are permitted under this regulation either by special permit or certification of compliance, shall be stored in accordance with the National Fire Protection Association Flammable and Combustible Liquids Code (NFPA 30 1990), or amended version. With regard to placement of allowable materials on site, the minimum distance in feet from property line which is or can be built upon, including the opposite side of a public roadway, shall be two times the minimum distances required by NFPA 30. In the event the distances required by this paragraph exceed the minimum distances required by NFPA 30, then the requirements of this paragraph shall govern.

## ANALYSIS

The applicant is requests a rezone on an approximately 11,000 square foot lot fronting Fox Lane in St. Rose, Square B Lot 1, from R-1AM to M-1. The surrounding zoning is M-1 to the east and south, R-1AM to the north and west. Surrounding land uses are generally consistent with the zoning designations. Residential uses persist along Fox Lane to the north and west while light industrial uses exist south and east of the property.

The applicant has also filed a request to revoke a 16-foot wide undeveloped right of way that runs south of the subject property. Upon approval of that revocation, the site will be resubdivided into the larger lot that exists to the south along Airline Hwy. The analysis of this application assumes that PZREV 2013-01 has been approved and that the site is a portion of a 90,968 square foot lot.

A rezoning request must meet all of the test of at least one of three criteria listed in applicable regulations if a recommendation for approval is stated. **This request appears to meet the third criteria.**

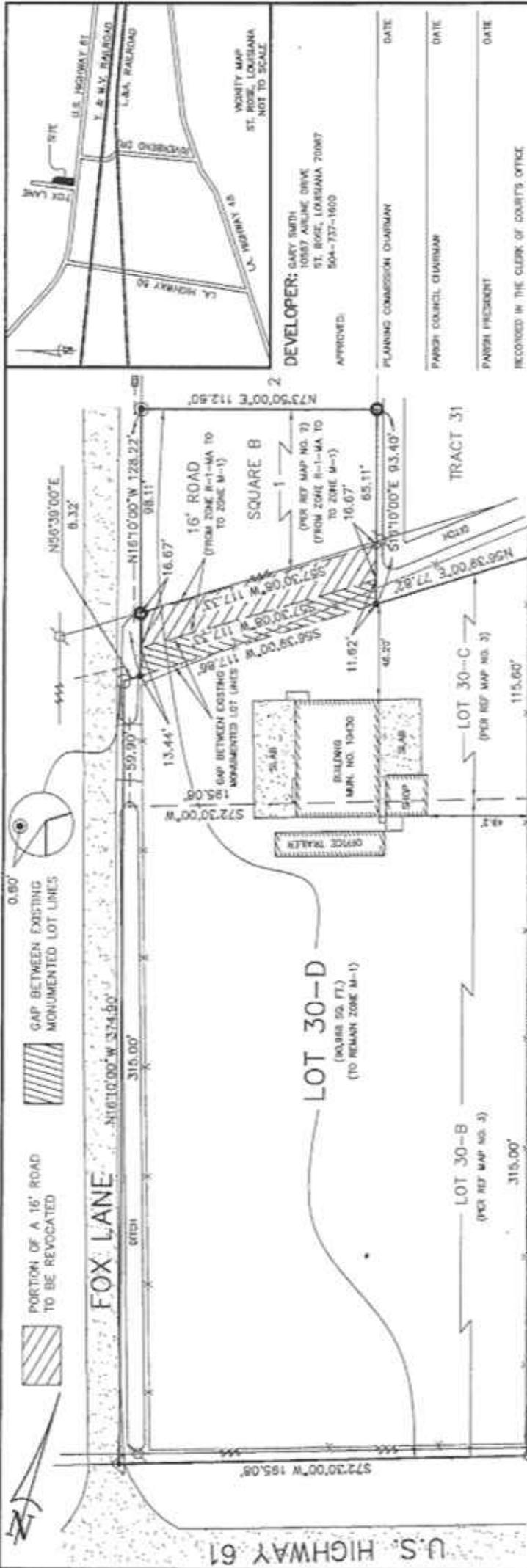
The rezoning is not capricious or arbitrary as it extends existing M-1 zoning that abuts it both to the south and to east. The vast majority of land uses in the vicinity are also either commercial or light industrial in nature. In fact, current R-1A and R-1AM land uses on Fox Lane have co-existed with these more intensive uses for a number of years. Rezoning the lot to M-1 would not cause a monopoly of such land uses. Finally, rezoning to M-1 extends existing M-1 zoning of the abutting site and those across Airline Drive. Thus, no spot zone is being created.

Fox Lane separates the site from the R-1AM use across from the site. Development of the subject site for commercial or light industrial uses will trigger buffer landscape and fencing requirements of the zoning code.

**DEPARTMENTAL RECOMMENDATION**

**Approval.**





**DEVELOPER:** GARY SMITH  
10157 AIRLINE DRIVE  
ST. ROSE, LOUISIANA 70087  
504-737-1600

**APPROVED:** \_\_\_\_\_ DATE \_\_\_\_\_

**PLANNING COMMISSION CHAIRMAN** \_\_\_\_\_ DATE \_\_\_\_\_

**PARISH COUNCIL CHAIRMAN** \_\_\_\_\_ DATE \_\_\_\_\_

**PARISH PRESIDENT** \_\_\_\_\_ DATE \_\_\_\_\_

RECORDED IN THE CLERK OF COURTS OFFICE  
ST. CHARLES PARISH ON THE \_\_\_\_\_ DATE \_\_\_\_\_

DAY OF \_\_\_\_\_ IN BOOK \_\_\_\_\_

FOUNDED \_\_\_\_\_ ENTRY # \_\_\_\_\_

ALL NECESSARY SEWER, WATER AND/OR OTHER UTILITY  
EXTENSIONS SHALL BE MADE BY AND SCULLY AT THE  
LOT OWNER'S EXPENSE

**TITLE:** SURVEY PLAT FOR THE REVOCATION OF A PORTION OF THE 16' ROAD ADJOINING LOT 1, SQUARE B, OF TRACT 30 OF ALMEDIA PLANTATION SUBDIVISION

**TITLE:** SURVEY PLAT TO SHOW THE CHANGE IN ZONE OF A PORTION OF A 16' ROAD & LOT 1, SQUARE B, ALMEDIA PLANTATION SUBDIVISION FROM THE CURRENT ZONE OF ZONE R-1-MA TO ZONE M-1, WITH THE INTENTION FOR ALL OF LOT 30-D TO BE ZONED M-1

**TITLE:** SURVEY PLAT AND RESUBDIVISION OF LOT 30-B, LOT 30-C AND UNDESIGNATED GAP OF TRACT 30 OF ALMEDIA PLANTATION SUBDIVISION, LOT 1, SQUARE B, ALMEDIA PLANTATION SUBDIVISION & A PORTION OF A 16' ROAD INTO A LOT HEREIN DESIGNATED AS LOT 30-D OF ALMEDIA PLANTATION SUBDIVISION SITUATED IN SECTION 40, T-12-S, R-9-E, ST. ROSE, ST. CHARLES PARISH, LOUISIANA.

**DATE:** FEBRUARY 28, 2013

**SURVEY REFERENCE:** 1. SUBDIVISION OF LOT 30 OF ALMEDIA PLANTATION SUBDIVISION BY E.M. COLLIER, R.L.S. DATED 5/20/1972.  
2. ALMEDIA PLANTATION SUBDIVISION (TRACT 30) BY H.C. LARKY, R.L.S. DATED 9/29/1958.  
3. PORTION OF LOT 30 OF ALMEDIA PLANTATION SUBDIVISION BY RICHARD B. EDWARDS, R.L.S. DATED 1/19/1989.  
4. THE REVOCATION OF A PORTION OF THE 16' ROAD AND 9' FOOT GRITCH & RESUBDIVISION OF TRACT 30 INTO LOT P INTO TRACT 35-A AND LOT P-A BY J.F. BIELLO, P.L.S. DATED 1/23/2008.

**BASIS OF BEARING:** TAKEN FROM REFERENCED SURVEY PLAT NO. 1.

**FLOOD NOTE:** THE SURVEYED PARCEL IS IN ZONE "AE" PER FEDERAL INSURANCE RATE MAP NUMBER 220160-0150C DATED 8/16/1992.

**SURVEYOR'S NOTES:**  
A. THIS PLAT IS CORRECT AND IN ACCORDANCE WITH A PHYSICAL SURVEY MADE ON THE GROUND UNDER THE DIRECTION OF THE UNDERSIGNED AND COMPLIED WITH THE REQUIREMENTS OF LOUISIANA'S "STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS" FOR A CLASS B SURVEY.  
B. NO TITLE OPINION WAS PROVIDED TO THIS FIRM. THEREFORE, NO CERTIFICATION IS GIVEN TO THE EXISTENCE OF OTHER SERVICES OR ENCUMBRANCES WHICH MAY EXIST OTHER THAN THOSE SHOWN.  
C. MINIMUM SETBACK LINES AND SEPARATIONS SHOWN ARE BASED ON THE REFERENCED SURVEY PLAT. THE APPROPRIATE PARISH AUTHORITY OR NEIGHBORHOOD REGULATORY BOARD SHOULD BE CONSULTED FOR FINAL DETERMINATION.

**LEGEND**

- #4 IRON ROD SET
- #4 IRON ROD FOUND
- ⊙ 3/4" IRON PIPE FOUND
- ⦿ 1" IRON PIPE FOUND
- △ PK NAIL
- x--- FENCE
- ⚡ POWER POLE
- POWER LINE

**SCALE IN FEET**  
1" = 50'

**DRAWN BY:** KPB      **DRAWING NO.:** MM0142\_1629

**RIVERLANDS SURVEYING COMPANY**  
505 HEMLOCK STREET  
LAPLACE, LA 70068  
1-800-248-6982  
985-652-6356

**STEPHEN P. FLYNN**  
P.L.S.      STEPHEN P. FLYNN  
LA. ST. REG. NO. 468

**2013-0108**

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF COMMUNITY SERVICES)**

**ORDINANCE NO. \_\_\_\_\_**

An ordinance to approve and authorize the Execution of an Agreement with the St. Charles Parish Department of Community Services and the St. Charles Parish School Board for a Summer Food Service Program from June 3, 2013 through July 11, 2013.

**WHEREAS,** the St. Charles Parish Department of Community Services is the sponsor for the Summer Food Program; and,

**WHEREAS,** the St. Charles Parish School Board has implemented a fee schedule for the use of its facilities during the program; and,

**WHEREAS,** it is the desire of the Parish Council to approve said agreement.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the agreement for Summer Food Service Program Facilities by and between the St. Charles Parish Council and the St. Charles Parish School Board is hereby approved.

**SECTION II.** That the Parish President is hereby authorized to execute said Agreement on behalf of St. Charles Parish Council.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

**ST. CHARLES PARISH COUNCIL AND THE ST. CHARLES PARISH SCHOOL  
BOARD  
AGREEMENT FOR SUMMER FOOD SERVICE PROGRAM FACILITIES**

This agreement is made and entered into as of 3rd day of June 2013, by and between the: ST. CHARLES PARISH COUNCIL, herein represented by V. J. St. Pierre, Jr., President, duly authorized by Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_, hereinafter referred to as "Council" and the ST. CHARLES PARISH SCHOOL BOARD, herein represented by Dr. Rodney Lafon, Superintendent, duly authorized by action of the St. Charles Parish School Board, dated \_\_\_\_\_, hereinafter referred to as "School Board."

WHEREAS, the School Board is the owner of St. Rose Elementary School, Eual Landry Alternative School, Luling Elementary School, WHEREAS, the Council is interested in providing a Summer Food Service Program for qualifying students of the area, and WHEREAS, the School Board desires to cooperate with the Council, and to provide the best possible service to the residents of St. Charles Parish, and

1. The School Board hereby grants to the Council, for the period of June 03, 2013, through July 11 2013, (off July 4, 2013) (total of 23 days) the use and control of the kitchen and cafeteria of St. Rose Elementary School, Eual Landry Alternative School and Luling Elementary School. The Council shall have the use of the property for a fee of \$0.10 per lunch meal served during the approved dates for the Summer Feeding Program, payable no later than August 23, 2013, to St. Charles Parish Child Nutrition Department. To verify the number of lunches served, the Council shall submit with payment a copy of all SFSP-120 reimbursement forms submitted to the Louisiana Department of Education, Division of Nutrition Assistance.
2. The Council agrees to:
  - A. Use the above described property only for the Summer Feeding Program. Such use is not to be contrary to present or future School Board policies, rules and regulations for the use of school grounds and facilities, including prohibition of the sale or consumption of any alcoholic beverages on the property.
  - B. Accept in the present condition and subject to any servitudes above described property.
  - C. Obtain written consent of the School Board for any alterations of the building and keep the School Board informed of the conditions of the facilities.

- D. Properly maintain the property, which said maintenance includes keeping are clean, neat, and sanitary condition, all at the expense of the Council.
  - E. Pay **\$0.00** as reimbursement for utilities and other costs arising out of use of the property to be leased, and **\$0.00** as reimbursement for operational costs for buses and drivers used to transport eligible participants of the summer food service program.
  - F. Provide to the School Board, its staff and students, full access to and right to use any portion of the said property as necessary for the educational programs of the School Board.
  - G. Post the necessary signs setting out all rules and regulations under which the property may be used; include on the signs that "This facility is leased from the St. Charles Parish School Board by the St. Charles Parish School Board who funds its operation from June 3, 2013 through July 11, 2013 through the Summer Food Service Program."
  - H. Provide that its use of this property shall not interfere with the adjacent property owned and controlled by the School Board.
  - I. The leased property shall be used only for the Summer Food Service Program and under the direction and supervision of the St. Charles Parish Council during the time that it is not being used for School Board purposes.
  - J. The Council at its sole cost and expense will employ a cafeteria manager or technician at each location who worked during the school year as a food service manager or technician for the School Board, a custodian at each location who worked during the school year as a custodian for the School Board, and will employ a driver for each bus who worked during the school year as a driver for the School Board.
3. The School Board agrees to provide reasonable access to the property.
4. General Obligations:
- A. In connection with any use or presence on said property by the School Board, as provided within this agreement, the School Board assumes responsibility for and shall indemnify and hold the Council harmless and defend the Council or the School Board, expenses, attorney's fees, damages, claims and judgments for any loss of life or injury or damage to persons or property arising from, or growing out of, the negligent acts or omissions of the School Board, its agents or employees, solely or in conjunction with a third person.

- B. Accept as stated above, the Council assumes the responsibility for and shall indemnify and hold the School Board harmless and defend the School Board from all losses including claims for injuries to employees of the Council or of the School Board, expenses, by reason of any act or omission of the Council, its agents or employees, solely or in conjunction with a third person by reason of its use and control of the property described herein.
- C. The Council assumes sole responsibility for and agrees to indemnify, hold harmless, and defend the School Board from and against all claims, including any and all claims or liens for labor services or material, actions or legal proceedings arising, in whole or in part, from the establishment, and operation of the Summer Food Service Program.
- D. Notwithstanding anything to the contrary contained in this section, the Council assumes responsibility for the operations of the Summer Food Service Program and the School Board will not be responsible for damage or injury caused by its operations or the consequences thereof, and further, except as provided in paragraph 4-A, the Council binds and obligates itself to defend, hold harmless and indemnify the School Board against any loss, damage, injury, or claim asserted by any third party by reason of any happening whatsoever on or about the premises.
- E. Council shall at its sole cost and expense, but for the mutual benefit of both Council and the School Board, maintain:
  - (1) personal injury and property damage liability insurance, including coverage for contractual liability against claims for bodily injury, death, or property damage, with policy limits of not less than \$1,000,000 combined single limit per occurrence and not less than \$2,000,000 general aggregate or an amendment that the policy aggregate limit equal to at least policy limit apply per premises used or occupied as part of this agreement, and
  - (2) comprehensive business automobile liability insurance against claims for bodily injury, death, or property damage, with limits of not less than \$1,000,000 combined single limit per occurrence for the use of owned, hired and non-owned vehicles. Upon execution of this agreement and thereafter not less than thirty days prior to the expiration dates of the expiring policies heretofore furnished pursuant to this agreement, Council shall provide satisfactory evidence to the School Board of payment of the insurance premiums. Each such policy or certificate therefore issued by the insurer shall contain to the extent obtainable

an agreement by the insurer that such policy shall not be canceled without at least ten (10) days prior written notice to the School Board.

In connection with the aforementioned liability and automobile insurance policies and as a further condition of this agreement, the Council will cause the School Board to be shown as additional insured and to be provided with a waiver of subrogation as to the property herein leased.

- 3. The parties hereto agree that at no time during the term of this agreement will the School Board be required to supervise, or in any way assume responsibility for the Summer Food Service Program.
- 4. During the time that the said property is being used for the Summer Food Service Program, it is the responsibility of the Council to provide for the security and protection of the adjacent school building(s) and facilities, at its cost for personnel and for any repairs to the school building(s) and facilities made necessary by the failure to provide such security and protection.

THUS DONE AND SIGNED in the presence of the undersigned witness.

WITNESSES:

ST. CHARLES PARISH COUNCIL

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ST. CHARLES PARISH SCHOOL BOARD

\_\_\_\_\_

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2013-0126

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. \_\_\_\_\_

An ordinance to approve and authorize the execution of a Contract for Engineering Services with Civil & Environmental Consulting Engineers for necessary professional engineering services associated with Parish Project No. P130301 Cortez Pump Station Capacity Increase and Upgrades.

**WHEREAS,** the current Cortez Pump Station serving the Up the Bayou Area in Des Allemands is of insufficient capacity to meet the demand for handling drainage during major rain events; and,

**WHEREAS,** this project will replace the existing pump and install a new second pump to increase capacity along with upgrading the deck structure and electrical equipment to accommodate the new equipment.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the contract for Engineering Services between Civil & Environmental Consulting Engineers and the Parish of St. Charles is hereby approved.

**SECTION II.** That the Parish President is hereby authorized to execute said contract on behalf of the Parish of St. Charles.

**SECTION III.** Approximately \$500,000 in residual obligated FEMA Hazard Mitigation Grant (HMGP#1603c-089-0020) monies will be used to fund construction of said project.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

**SINGLE PROJECT**  
**CONTRACT FOR ENGINEERING SERVICES**

THIS AGREEMENT made and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the Owner, and **CIVIL & ENVIRONMENTAL CONSULTING ENGINEERS, 13919 RIVER RD., SUITE 310, LULING, LA. 70070**, a corporation acting herein by and through its Contracting Officer, hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for **P130301 Cortez Pump Station Capacity Increase and Upgrade** project as described in Ordinance No. \_\_\_\_\_ which is attached hereto and made a part hereof.

**1.0 GENERAL**

The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional services required for the project described above. Engineering will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Engineer will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin Conceptual, Preliminary, and Design phases of the project will be given to the Engineer by the owner. The Owner may terminate the Contract by written notification and without cause per Section 7.0 during any phase of the project.

**2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER**

**2.1 General**

**2.1.1** Engineer shall provide for Owner professional engineering services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Engineer. These services will include but will not be limited to serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control engineering services and construction engineering and inspection.

**2.1.2** In general, the Project consists of the Design and Construction Management of the following major elements:

Design and construct the following capacity increase and upgrade to the Cortez Pump Station:

- Replace 24" combination diesel/electric pump with a new 24" direct electric drive. If replacement cannot be done within budget, then remove/reinstall existing pump for re-furbishing and permanently remove just the diesel driver to make room for second pump.
- Install a second new 24" direct electric pump or the next logical smaller sized pump if space is a constraint to increase pump station capacity.
- Upgrade top deck to accommodate new equipment.
- Install new discharge lines to Bayou Des Allemands.
- Move the existing bar screen as far as possible away from the pump deck to increase area for the second pump and a generator(to be installed at a later date).
- Replace existing electrical switch and control panels with new soft start controllers and automatic transfer switch for future generator.
- Perform required upgrades to existing sump structure to accommodate new equipment.

- 2.1.3 Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.
- 2.1.4 Engineer shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 2.1.5 Engineer shall provide minutes of all meetings with St. Charles Parish to include but not limited to meetings regarding any phase of the Project, Pre-Bid Conferences, Progress Meetings, Technical review Committee Meetings, etc.
- 2.2 **Conceptual Design Report Phase**
- 2.2.1 Reviewing available data and consulting with the Owner to clarify and define the Owner's requirements for the Project.
- 2.2.2 Conducting a Pre-Design Meeting Workshop with the Owner.
- 2.2.3 Advising the Owner as to the necessity of providing or obtaining from others additional data or services. These additional services may include photogrammetry, reconnaissance surveys, property surveys, topographical surveys, geotechnical investigations and consultations, compilation of hydrological data, materials engineering, and environmental assessments and impact statements.
- 2.2.4 Identifying and analyzing requirements of governmental authorities having jurisdiction to approve the design of the Project, and participating in consultations with such authorities.
- 2.2.5 Providing analyses of the Owner's needs, planning surveys and comparative evaluations of prospective site plans and solutions.
- 2.2.6 Preparing a comprehensive Conceptual Design Report presenting selected solutions to the Owner with the Engineer's findings and recommendations. The Report will contain as a minimum:
- Discussion of project background and need.
  - Schematic layouts, sketches, or photographs.
  - Conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved.
  - Any special material specifications including major equipment specifications.
  - A preliminary cost estimate for each alternative.
  - Engineer's conceptual opinion of probable costs for the selected alternative.
  - Project Master Schedule.
  - Discussion as to what permits are needed, time to acquire approvals, and potential adjacent land owner authorizations/servitudes that need addressing.
  - Discussion of the type of additional services, mentioned in 2.2.3, that will be needed.
- 2.2.7 Meeting with the Owner and presenting findings of the Conceptual Design Report.
- 2.2.8 The Conceptual Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to Owner within 30 calendar days, or as otherwise stated in the written authorization from Owner to Engineer to proceed with Conceptual Design.
- Five(5) copies of the report for review.
  - Once the report has been finalized, submit two(2) copies of the revised report plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of

the Master project schedule in Microsoft Project format.

- All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.

## 2.3 Design Memorandum Phase

2.3.1 The Design Memorandum or Preliminary Engineering Design Report will summarize the process and design criteria established in Conceptual Design and initiate acquiring necessary permits and servitudes. The document will be used in the development of final design plans and specifications and will serve as a guide by designers and other interested parties.

2.3.2 The Design Memorandum will consist minimally of the following sections:

- Site Development – project site plan that includes anticipated construction area required and any known servitudes or property owners.
- Hydraulics - if necessary
- Treatment Processes - if necessary
- Design Criteria including a listing of all standard specifications to be used by type (concrete, piling, steel electrical, roads/foundations, etc)
- Preliminary Drawings – 11X17 minimum size
- The following indexes: Drawings, Division 00 St Charles Parish Bidding/Contract Documents showing revision number, Division 01 St Charles Parish General Specifications showing revision number, and Division 02-16 material and equipment specifications, to be used in final design.
- Engineer's preliminary opinion of probable costs.
- Updated Project Master Schedule.
- Summary of estimated quantities – initial bid schedule
- Instrumentation & Control Philosophy
- Power Requirements
- Additional data that will be needed, such as topographical, geotechnical, and project surveying.

2.3.3 The engineer will deliver to owner within 15 days following Design Memorandum authorization, a detailed description (including specifications) and estimated cost of required additional services such as site survey, topographical survey, or geotechnical investigation. In addition, the engineer will also deliver estimated time and cost to apply for regulatory permits from local, state or federal authorities. The owner will have the option to utilize their own surveyor, land/servitude acquisition consultant, permit consultant, or geotech firm.

2.3.4 Meeting with the Owner and presenting findings of the Preliminary Design Report.

2.3.5 The Preliminary Engineering Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the written authorization from Owner to Engineer to proceed with Preliminary Engineering.

- Five(5) copies of the report for review.
- Once the report has been finalized, submit two(2) copies of the revised report plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the updated Master project schedule in Microsoft Project format.
- Two(2) copies of the drawings (11x17 minimum).
- Once the drawing review is complete, submit one copy of the revised drawings plus one(1) electronic

file copy of each drawing in AutoCADD format(release 2000 or later) and in PDF format.

- All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.

## 2.4 Design Phase

2.4.1 Prepare for incorporation into Contract Documents final drawings based on the accepted preliminary design documents to show the scope, extent, and character of the work to be furnished and performed by Contract (hereinafter called "Drawings") and Specifications which will be prepared in conformance with the sixteen division format of the Construction Specifications Institute.

2.4.2 Preparing and furnishing to the Owner a revised opinion of probable total project costs based on the final Drawings and Specifications.

2.4.3 Preparing the contract/bid document that includes St. Charles Parish's Standardized Construction Contract files and the added engineer's specifications for review and approval by the Owner (and the Owner's legal and other advisors).

2.4.4 Meeting with the Owner and presenting the final design.

2.4.5 The Final Design Services shall be completed and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the written authorization.

- Three(3) copies of the contract/bid document for review.
- Once the contract/bid document has been finalized, submit two(2) stamped copies of the revised document plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the updated Master project schedule in Microsoft Project format.
- Two(2) copies of the drawings – D Size for review.
- Once the drawing review is complete, submit two stamped copies of the revised drawings plus one(1) electronic file copy of each drawing in AutoCADD format(release 2000 or later) and in PDF format.
- All files will be titled so as to distinguish between conceptual, preliminary, and final design stages

## 2.5 Bidding Phase

2.5.1 Produce Contract Documents (specifications and 22" by 34" drawings) for each Project for bidding purposes.

2.5.2 Assist Owner as necessary in advertising for and obtaining bids for construction, materials, equipment and services; and maintain a record of prospective bidders to whom Bidding Documents have been issued, attend Pre-Bid Conferences and receive and process fees for Bidding Documents. Distribute Bidding Documents to potential bidders.

2.5.3 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

2.5.4 Consult with and advise Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor (herein called "Contractor") for those portions of the work as to which such acceptability is required by the Bidding Documents.

2.5.5 Consult with Owner and confirm in writing the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award is required by the Bidding Documents.

2.5.6 Attend the Bid Opening, prepare Bid Tabulation Sheets and assist Owner in evaluating bids or proposals and recommend,

in writing, contract awarding. In addition, Engineer shall assemble contract documents as specified in Exhibit A on page 19 attached hereto and made a part hereof, for presentation and execution.

## **2.6 Construction Phase**

### **During the Construction Phase**

**2.6.1 General Administration of Construction Contract.** Engineer shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract of the Engineer's Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said Standard General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions except as otherwise provided in writing.

**2.6.2 Visits to Site and Observation of Construction.** In connection with observations of the work of Contractor while it is in progress.

**2.6.2.1** Engineer shall make visits to the site once per month minimum, or more frequent visits as deemed necessary by Owner and/or progress of work during the construction periods to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, Engineer shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Engineer shall keep Owner informed of the progress of the work.

**2.6.2.2** The purpose of Engineer's visits to (and representation by Resident Project Representative if utilized) the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor. On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work except as provided in 2.6.3. Accordingly, Engineer can neither guarantee the performance of the construction contracts by

- Contractor nor assume responsibility for Contractor's failure to furnish and perform their work in accordance with the Contract Documents.**
- 2.6.3 Defective Work.** During such visits and on the basis of such observations, Engineer may disapprove of or reject Contractor's work while it is in progress if Engineer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
- 2.6.4 Interpretations and Clarifications.** Engineer shall issue necessary interpretations and clarifications of the Contract Documents.
- 2.6.5 Shop Drawings.** Engineer shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto except as provided in 2.6.3.
- 2.6.6 Substitutes.** Engineer shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor and make a recommendation to Owner for his approval.
- 2.6.7 Inspections and Tests.** Engineer shall have authority, as Owner's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 2.6.8 Dispute between Owner and Contractor.** Engineer shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of Owner and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- 2.6.9 Applications for Payment.** Based on Engineer's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
- 2.6.9.1** Engineer shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to Owner based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in

- the recommendation). In the case of unit price work, Engineer's recommendations of payment will include final determination of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- 2.6.9.2 By recommending any payment Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor's work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid except as provided in, but not limited to paragraph 2.6.3.
- 2.6.10 Construction Closeout Document. Engineer shall receive and review maintenance and operating instructions, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to Owner with written comments.
- 2.6.11 Inspection. Engineer shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. If the completed work is acceptable, the Engineer shall recommend in writing, a Notice of Substantial Completion to the Owner and the Contractor that the work is acceptable (subject to any conditions therein expressed).
- 2.6.12 Pre-Construction Conference. Engineer shall assist Owner in conducting a Pre-Construction Conference with Contractor for the project to discuss construction-related matters. Engineer will supply two stamped copies of the Construction Drawings incorporating addenda items generated during the bid process plus one(1) electronic file copy of each drawing in AutoCADD format(release 2000 or later) and in PDF format titled to reflect "Construction Drawings"
- 2.6.13 Owner shall select independent material testing labs. Engineer shall review testing results and based on these results, recommend to Owner the acceptability of material provided by the Contractor and used in the Project.
- 2.6.14 Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of

any subcontractor or supplier, or any of the Contractor's or Sub-Contractor's or supplier's agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in paragraphs 2.6.1 through 2.6.12 inclusive, shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents, inclusive of but not limited to 2.6.3.

**2.6.15 Work Directive Changes and Change Orders.** To be provided as appropriate to construct the project and in accordance with State and Local Laws.

## **2.7 Close-out and Operational Phase**

During this Phase, Engineer shall:

**2.7.1** Provide start-up services for the new facility.

**2.7.2** Prepare training materials and adequate field training for Owner's staff to operate and maintain the new facility. The program consists of hands-on training using the installed equipment.

**2.7.3** Assemble 2 complete sets of equipment manufacturer's operation and maintenance manuals in proper order for Owner's future reference.

**2.7.4** Assemble 2 complete sets of approved shop drawings in proper order for Owner's future reference.

**2.7.5** Provide technical consultation and assistance in correcting warranty items.

**2.7.6** Provide assistance in connection with the refining and adjusting of new equipment or system.

**2.7.7** Prepare a final set of stamped project drawings reflecting "as built" along with one(1) electronic file copy of these drawings in AutoCADD format(release 2000 or later) and in PDF format titled to reflect "as built".

**2.7.8** In company with Owner, visit the Project to observe any apparent defects in the completed construction, assist Owner in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

**2.7.9** Engineer shall have 45 days from Contractor's Substantial Completion date to complete requirements of Contract sections 2.7.4 and 2.7.7.

## **2.8 Resident Engineer and Inspection**

**2.8.1** Engineer shall furnish, if requested, a Resident Project Representative (RPR), assistants and other field staff to assist Engineer in observing performance of the work of Contractor. The RPR(s), and the level of support supplied, shall be subject to approval by the Owner.

**2.8.2** Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the work of the Contractor.

**2.8.3** The RPR shall be the Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

## **2.8.4 Duties and Responsibilities of RPR.**

- 2.8.4.1 Schedules.** Review the progress schedule, schedule of Shop Drawings submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
- 2.8.4.2 Conferences and Meetings.** Attend meetings with Contractor, such as Pre-Construction Conferences, Progress Meetings, Job Conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
- 2.8.4.3 Liaison:**
- Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
  - Assist in obtaining from Owner additional details or information when required for proper execution of the Work.
- 2.8.4.4 Shop Drawings and Samples:**
- Record date of receipt of Shop Drawings and samples.
  - Receive samples which are furnished at the site by Contractor, and notify Engineer of availability of samples for examination.
  - Advise Engineer and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by Engineer.
- 2.8.4.5 Review of Work, Rejection of Defective Work, Inspection and Test.**
- Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - Report to Engineer and Owner whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of work that RPR believes should be corrected or rejected or should be uncovered for observations, or requires special testing, inspection or approval.
  - Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
  - Accompany visiting inspectors representing public agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.
- 2.8.4.6 Interpretation of Contract Documents.** Report to Engineer and Owner when clarifications and interpretations of the Contract Documents are

- needed and transmit to Contractor clarifications and interpretations as issued by the Engineer.
- 2.8.4.7 Modifications.** Consider and evaluate Contractor suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to Engineer and Owner. Transmit to Contractor decisions as issued by Engineer.
- 2.8.4.8 Records.**
- Maintain at the job site orderly files for correspondence, reports for job conferences, Shop Drawings, and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports and other Project related documents.
  - Keep a diary or log book recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to Engineer and Owner.
  - Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
  - Keep pictorial record of progress of project.
- 2.8.4.9 Reports:**
- Furnish Engineer and Owner periodic (daily) reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
  - Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the work.
  - Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Engineer Change Orders, Work Directive Changes and Field Orders in accordance with State and Local Laws.
  - Report immediately to Engineer and Owner upon the occurrence of any accident.
- 2.8.4.10 Payment Requests.** Review applications for payment with Contractor for compliance with the established procedure as set forth in the Construction Contract for their submission and forward with recommendations to Engineer noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
- 2.8.4.11 Certificates, Maintenance and Operations Manuals.** During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the times actually installed and in accordance with the Contract

Documents, and having this material delivered to Engineer for review and forwarding to Owner prior to final payment for the work.

**2.8.4.12 Completion.**

- Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
- Observe that all items on final list have been completed or corrected and make recommendation to Engineer concerning acceptance.

**2.8.5 Limitation of Authority.**

**2.8.5.1 Resident Project Representative**

- Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by Engineer.
- Shall not exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
- Shall not undertake any of the responsibilities of Contractor, Sub-Contractor or Contractor's superintendent.
- Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
- Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
- Shall not authorize Owner to occupy the project in whole or in part.
- Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

**3.0 SERVICES OF THE OWNER**

- 3.1 Provide full information as to the requirements of the Project.
- 3.2 Assist the Engineer in planning and design services by placing at his disposal all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities.
- 3.3 Guarantee access to and make all provisions for the Engineer and his subconsultants to enter upon public property as required for performing the services.

**4.0 COMPENSATION**

- 4.1 For performance of Basic Engineering and Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.1 through 2.8.5.1 inclusive, required by the Owner, the Owner shall authorize and pay the Engineer as per the following:
  - 4.1.1 Owner shall pay Engineer for the performance of Basic Engineering services as outlined in Section 2, Paragraphs 2.1 through 2.7.9 inclusive, a professional engineering fee based upon either a percentage of the construction cost of the

project or a lump sum estimate by the Engineer.(mark the method of compensation with an X)

X Percentage of construction method is to be used, the fee shall be determined by referring to curve A on page 20 (Exhibit B) of this Contract, which indicates the rate of compensation for Basic Engineering Services expressed as a percentage of the construction cost. This curve is from American Society of Civil Engineer's Manual No. 45, 1980 Edition.

N/A Lump Sum amount of \$ \_\_\_\_\_ paid according to section 4.1.1.3

- 4.1.1.1 The fee for basic engineering services based on a percentage of the construction costs will have a maximum limitation of 110% of the Engineer's opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract. The fee for basic engineering services based on a percentage of the construction cost will have a minimum limitation of 90% of the Engineer's opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract.
- 4.1.1.2 An estimated construction cost based on the Engineer's conceptual opinion of probable cost for the project shall initially be used for the determination of interim fees until the more detailed Engineer's revised opinion of probable total project costs based on the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract is available.
- 4.1.1.3 Payment for basic engineering services shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals for the following phases:
- For performing services outlined in Section 2.2, Conceptual Design Report Phase, Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:
    - Ten percent (10%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis.
  - For performing services outlined in Section 2.3 Design Memorandum Phase, Paragraphs 2.3.1 through 2.3.3 inclusive, Section 2.4 Design Phase, Paragraphs 2.4.1 through 2.4.6 inclusive, Owner agrees to pay Engineer as follows:
    - Sixty percent (60%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.
  - For performing services outlined in Sections 2.5 Bidding Phase, Paragraphs 2.5.1 through 2.5.6 inclusive and Section 2.6 Construction Phase, Paragraphs 2.6.1 through 2.6.15 inclusive, and Section 2.7, Close-out and

Operational Phase, Paragraphs 2.7.1 through 2.7.8 inclusive, the Owner agrees to pay Engineer as follows:

- Thirty percent (30%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.

4.1.1.4 Payment for basic engineering services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals for the following phases:

- For performing services outlined in Section 2.2, Conceptual Design Report Phase, Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:
  - Thirty percent (30%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis.
- For performing services outlined in Section 2.3 Design Memorandum Phase, Paragraphs 2.3.1 through 2.3.5 inclusive, Section 2.4 Design Phase, Paragraphs 2.4.1 through 2.4.5 inclusive, Owner agrees to pay Engineer as follows:
  - Seventy percent (70%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.

4.1.1.5 If the Project, or any portion thereof, is not constructed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per section 7.0.

4.1.2 Owner shall pay Engineer for the performance of Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.8 through 2.8.5.1 inclusive, at monthly intervals based on either the hourly rate included in Exhibit C on page 21 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by billable hours for a not to exceed amount.

4.2 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary Basic Engineering or Resident Engineering and Inspection Services, the Owner shall pay Engineer in accordance with Paragraph 4.2.1 through 4.2.3, based on monthly invoices submitted by the Engineer, within sixty (60) days of receipt of Engineer's invoice.

4.2.1 For Additional Services provided by the Engineer such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Engineer based on either the hourly rate included in Exhibit C on page 21 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by either billable hours, lump sum, or not to exceed amount.

4.2.2 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.

- A copy of the Owner's written authorization to perform the service.
  - Timesheets for all hours invoiced.
  - Invoice copies, logs or other substantiation of nonsalary expenses.
- 4.2.3 For Additional Services that Engineer acquires from subcontractors and/or subconsultants, Owner shall pay Engineer a fixed sum previously agreed upon by Owner and Engineer, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in Section 10, Paragraph 10.4 and Section 11, Paragraph 11.4 of this Contract. The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.
- A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Engineer's agreed upon fixed sum established for the service performed.
  - Evidence that the subcontractor and/or subconsultant is insured as required by Section 10, Paragraph 10.4 of this Contract.
- 4.2.4 For Additional Engineering described in Section 5, Paragraph 5.1.1, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

## 5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING

- 5.1 The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.11 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.11 inclusive.
- 5.1.1 Additional Engineering. Provide Basic Design and Construction Engineering Services for a negotiated fee. The fee for Basic Engineering Services related to the design and construction for the associated work shall be negotiated at the time the work is assigned and this Contract shall be amended to include that work in accordance with Section 4.0 of this Contract.
- 5.1.2 Additional Services. Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.2 of this contract.
- 5.1.2.1 Providing necessary design topographic surveying for the Project to obtain existing grading, locations and dimensions of existing structures, and elevation of critical elements.
- 5.1.2.2 Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.
- 5.1.2.3 Prepare to and serve as an expert witness for the Owner in any litigation.
- 5.1.2.4 Furnish one or more full time Resident Inspectors who will direct his and/or their efforts toward providing assurance for the owner that the

completed project will conform to the requirements of the Contract Documents. This shall not be construed as the actual direction of construction work being performed by the Contractor, nor make the engineers responsible for construction techniques, sequences or procedures or the safety precautions incident thereto. A written resume will be submitted to the Owner for each Resident Inspector assigned to the Project. The Owner retains the right to disapprove the use of any Resident Inspector the owner feels is, for any reason, not qualified.

- 5.1.2.5 Act as the Owner's representative in coordination of and be present during negotiations between Owner and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary data for such activities and review and make recommendations on data submitted by such agencies.)
- 5.1.2.6 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents or are due to any other causes beyond Engineer's control as approved by Owner.
- 5.1.2.7 Providing renderings or models for Owner's use.
- 5.1.2.8 Preparing documents in addition to those furnished under Design Engineering and Construction Services for alternate bids requested by Owner for Contractor's work which is not executed or documents for out-of-sequence work.
- 5.1.2.9 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.
- 5.1.2.10 Assistance in connection with re-bidding or renegotiating contracts for construction, materials, equipment or services.
- 5.1.2.11 Provide technical consultation and advice on the completed project after the initial thirty (30) day start-up period.

## 6.0 OWNERSHIP OF DOCUMENTS,

- 6.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at anytime during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 6.2 Engineer may retain a set of documents for its files.
- 6.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Engineer to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, subcontractors, and consultants.

- 6.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Engineer for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.
- 7.0 **TERMINATION.**
- 7.1 This Agreement may be terminated by either party upon thirty (30) days written notice.
- 7.2 The Engineer, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 7.3 The Engineer shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 7.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.
- 7.5 Failure to meet delivery dates stated in Contract sections 2.2.8, 2.3.3, and 2.7.9 are considered substantial failures. (ADDED 2/02)
- 8.0 **COMPLIANCE WITH LAWS AND ORDINANCE.**
- 8.1 The Engineer hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work or services under this Contract.
- 9.0 **SUCCESSORS AND ASSIGNS**
- 9.1 Owner and Engineer each bind himself, his successors, executors, administrators and assigns to the other party to this Agreement, and to the successors, executors, administrators and assigns of each other party in respect to all covenants of this Agreement.
- 10.0 **INSURANCE**
- 10.1 The Engineer shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$500,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$250,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 10.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$500,000.00.
- 10.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 10.4 Engineer shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 10.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.

- 10.6 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

#### 11.0 GENERAL.

- 11.1 The Engineer shall indemnify and save harmless the Owner against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by reason of any negligent act by the Engineer, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
- 11.2 While in the performance of services or carrying out other obligations under this Agreement, the Engineer shall be acting in the capacity of the independent contractors and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Engineer arising from the performance of their services under this Agreement. The Engineer shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Contract.
- 11.3 The Engineer warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability.
- 11.4 This Agreement being for the personal services of the Engineer shall not be assigned or subcontracted in whole or in part by the Engineer as to the services to be performed hereunder without the written consent of the Owner.
- 11.5 Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.
- 11.6 No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.7 No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.8 The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Contract no person having any such interest shall be employed.

#### 12.0 ACCESS TO SITE.

- 12.1 Owner shall be fully responsible for obtaining the necessary access authorizations to allow Engineer, its agents, subcontractors and representatives, to have access to all areas of public and private property as required by Engineer in order to perform its services under this Agreement.

**13.0 WARRANTY.**

- 13.1 Engineer warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements
- 13.2 If Engineering Services for project designed by Engineer does not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.
- 13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Engineer's obligations expressed elsewhere in this Contract.

**14.0 EXCLUSIVE JURISDICTION AND VENUE**

14.1 For all claims arising out of or related to this agreement, ENGINEER hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (a) pleas of jurisdiction based upon ENGINEER'S residence and (B) right of removal to Federal Court based upon diversity of citizenship.

IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

WITNESSES:

ST. CHARLES PARISH

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
V. J. St. Pierre, Jr.  
Parish President

WITNESSES:

CIVIL & ENVIRONMENTAL  
CONSULTING ENGINEERS

A.O. McSoto  
Sharon S. Bailey

Danny J. Hebert  
Danny J. Hebert, P.E.

## EXHIBIT A

The following contract documents and specifications are to be assembled, bound using plastic comb binders, and delivered to St. Charles Parish Public Works Office. The contract document is basically the bid document with forms completed according to the instructions below, and all project specifications that were included in the bid document.

Six(6) contract documents with the following(in sequence):

- Cover sheet prepared by engineer with stamp.
- Copy of the Table of Contents from bid book.
- Copy of the actual Advertisement for Bid showing all dates (section 00010).
- Copy of Instructions to Bidders (section 00100) and Information Available to Bidders (section 00200) from bid book.
- Copy of the completed Bid Form from selected/winning bid (section 00300) and a copy of all addendums.
- Copy of the bid opening and tabulation forms.
- Copy of the signed Bid Bond from selected/winning bid (section 00410) and its corresponding power of attorney.
- Copy of the completed Questionnaire from selected/winning bid (section 00430).
- Copy of the Schedule of Suppliers from selected/winning bid (section 00450).
- Original attestation form(section 00470) signed, dated, and notarized.
- Original Employment Status Verification form(section 00475) signed, dated, and notarized.
- Original Non-Collusive and Non-Solicitation Affidavit signed, dated, and notarized (section 00480).
- Original and current Corporate Resolution authorizing execution of contract signed and dated (section 00485). All books must have an originally signed document. The resolution on corporate stationary is acceptable as long as it follows the wording of St Charles Parish's standard form (section 00485).
- Original signed agreement (section 00500) and not dated. Document will be dated when Parish President signs agreement. Contract price must agree with Bid Form amount. Blanks in article 7 must also be completed. All books must have an originally signed document.
- Original Performance and Payment Bond (section 00610) completed, signed, dated, and sealed. The date on page 00610-2 is to be left blank and will be dated when the Parish President signs the agreement form. An original power of attorney must accompany each bond document. All books must have originally signed documents.
- Original certificate of insurance. Computer generated signature acceptable. The Certificate must name St Charles Parish as an additional insured on all general liability policies and the standard cancellation clause must read as follows:

"Should any of the above described policies be canceled or changed by restricted amendment before the expiration date thereof, the issuing Company will give thirty (30) days written notice to the below named certificate holder.

- Copy of the following documents from the bid document: Certificate of Owner's Attorney (section 00670); General Conditions, Supplementary Conditions, and Second Supplementary Conditions (sections 00700, 00800, 00801); and forms Change Order, Certificate of Substantial Completion, Notice of Award, and Notice to Proceed (sections 00806, 00808, 00810, 00812).
- Copy of all Division 01 through Division 16 specifications that were included in the bid document.

EXHIBIT B

CONSULTING ENGINEERING

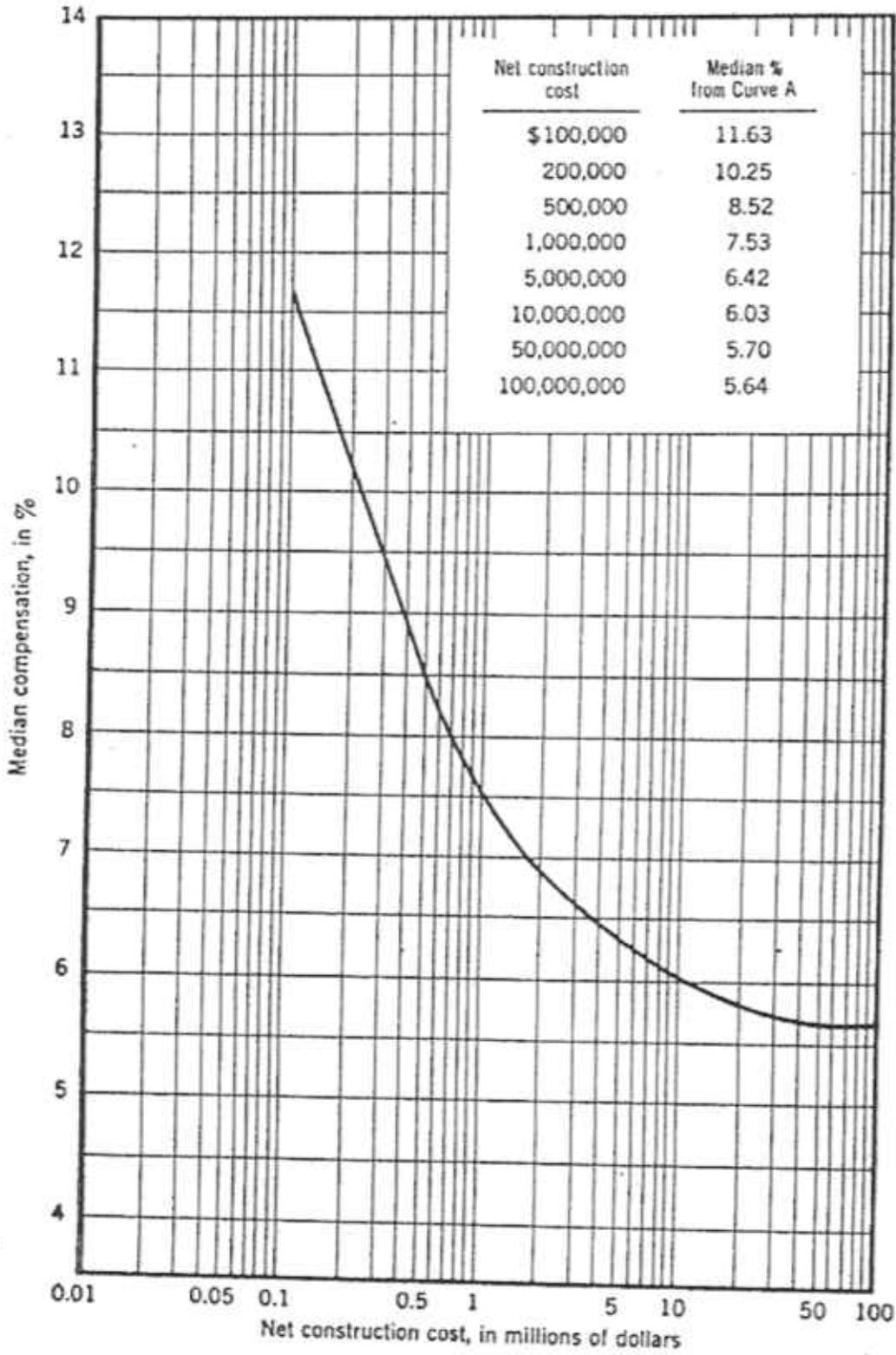


FIG. 1.—CURVE A, MEDIAN COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF NET CONSTRUCTION COST FOR PROJECTS OF ABOVE-AVERAGE COMPLEXITY (1980)

## EXHIBIT C



Civil & Environmental Consulting Engineers  
 Danny J. Hebert, P.E. LLC  
 One American Place - 15014 Kaye Road, Suite 310  
 Luling, LA 70070  
 www.hebertengineering.com  
 phone: (985) 785-2380 fax: (985) 785-2388

### 2013 Rate Schedule

#### OFFICE PERSONNEL:

Principle Engineer	\$175.00/Hr.
Research, Legal Testimony & Depositions	\$250.00/Hr.
Registered Professional Engineer	\$125.00/Hr.
Registered Professional Land Surveyor	\$110.00/Hr.
Design Architect	\$125.00/Hr.
Wetland Delineator/Consultant	\$80.00/Hr.
Environmental Permit Specialist	\$80.00/Hr.
Project Manager	\$125.00/Hr.
Engineering Technician	\$80.00/Hr.
CAD Draftsman	\$80.00/Hr.
Clerical	\$45.00/Hr.
Reimbursable Mileage (*Subject to change with annual Federal Tax Guidelines)	\$ .565/Mi.*

#### CONSTRUCTION PERSONNEL & EQUIPMENT

Project Representative	\$65.00/Hr.
Field Vehicle (*Subject to change with annual Federal Tax Guidelines)	\$ .565/Mi.*

#### SURVEY PERSONNEL & EQUIPMENT:

3-Man Survey Party (with standard equipment & vehicle)	\$170.00/Hr.
2-Man Survey Party (with standard equipment & vehicle)	\$130.00/Hr.
Party Chief/Instrument Man	\$80.00/Hr.
Rodman/Chainman	\$50.00/Hr.

#### COMPUTER SERVICES:

Digital Photo Compilation (8-1/2" x 11" Sheet)	\$ 4.50/Sheet
Computer Modeling	\$125.00/Hr.
Word Processing	\$45.00/Hr.
Computer Plotting (AutoCAD)	\$80.00/Hr.

#### SUBCONSULTANT SERVICES:

Subconsultant	Actual Cost Plus 15%
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**\*ALL RATES ARE SUBJECT TO ANNUAL RATE INCREASES**

2013-0129

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF PLANNING AND ZONING)

ORDINANCE NO. \_\_\_\_\_

An ordinance to amend the Code of Ordinances Appendix A, Sections X.G.1.c and X.G.3.a to change the permit type and to clarify the General Design Requirements for the installation of telecommunication towers and related equipment to reflect the International Building Code Wind Load Requirements.

**WHEREAS,** the General Design Requirements for the installation of Telecommunications towers and related equipment was adopted into the St. Charles Parish Code of Ordinances in 1997; and,

**WHEREAS,** St. Charles Parish adopted the International Building Code and its wind load requirements in 2006; and,

**WHEREAS,** there are conflicts between the two ordinances making it difficult for tower and cellular communication engineers to certify that both things are true; and,

**WHEREAS,** St. Charles Parish Council wishes correct this conflict.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the St. Charles Parish Code of Ordinances, Appendix A, Section X.G.1.c is amended (add underline, delete strikethrough)

- c. Permit Fee. ~~An applicant for a permit for a~~ New cellular or PCS installation towers shall pay a be permitted as permit fee based on the permit fee structure outlined for industrial new commercial permits in St. Charles Parish. Other installations or modifications to existing facilities shall require the appropriate trade or commercial renovation permit.

**SECTION II.** That the St. Charles Parish Code of Ordinances, Appendix A, Section X.G.3.a is amended by as follows (add underline, delete strikethrough):

- a. Structural Integrity. Cellular and PCS towers and any other transmission equipment shall be certified by an engineer, registered in the State of Louisiana, to withstand the minimum wind load structural standards for antenna towers and support structures of one hundred and five (105) miles per hour and a maximum gust load of two hundred (200) miles per hour as specified by the latest edition of the International Building Code IBC/ASCE-7 and the Telecommunications Industry Association Standards referenced as TIA-222 as adopted and as amended hereafter. ~~The tower and any other transmission equipment must be certified to meet any structural standards for steel antenna towers and support structures set in the Electronic Industries Association/Telecommunications Association Standards referenced as EIA/TTA-222 and as amended hereafter.~~

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

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**RECOMMENDATIONS AT A GLANCE**

**PZO-2013-06 requested by V.J. St. Pierre, Jr., Parish President** for an ordinance to amend the Code of Ordinances Appendix A, Section X.G.3.a and c to clarify the General Design Requirements for the installation of telecommunications (cellular) towers and related equipment to reflect the IBC requirements for wind load and to change permit type requirements.

**Planning Department Recommendation:**

Approval

**Planning Commission Recommendation:**

Approval with amendments

**PZO-2013-06** requested by **V.J. St. Pierre, Jr., Parish President** for an ordinance to amend the Code of Ordinances Appendix A, Section X.G.3.a and c to clarify the General Design Requirements for the installation of telecommunications (cellular) towers and related equipment to reflect the IBC requirements for wind load and to change permit type requirements. Ms. Marousek.

Ms. Marousek: This ordinance is brought before you because we have a conflict in the public communication code. Typically when we deal with wind loading requirements, the ordinance was originally drafted in 1997 and then in 2006 we adopted the International Construction Code. Prior to the adoption of the International Construction Code, we didn't have wind load requirements in the parish, we just went by the industry standards at the time. So now that we're under building codes, we have a different set of standards that really kind of conflict with what is currently written in the ordinance and this has come up a number of times when individuals come to permit not only new towers, but new antenna, new antenna ray because it is still required to meet the wind code requirements. So in speaking with our building officials, they recommended the ordinance changes that are before you tonight which basically allow us to reflect the wind code requirements in the building codes. The ordinance also seeks to clarify the permit types, we changed our permit types since we adopted the ordinance in 1997. So those two amendments are what we are aiming to do and make that process easier when folks come in to apply for telecommunications towers.

Mr. Gibbs: Thank you Ms. Marousek. I got just a concern. Is this changing this or revamping it going to cost any additional revenues to the parish, to the people that want to come behind and construct some cellular towers?

Ms. Marousek: That would not be our intent. If that would be the case that would be unintended, our intent is to actually make it easier for them to get through that process. It's been a battle trying to get them to give the engineering documents that our code currently require, is outdated, so this is really an attempt to modernize our code and more along with current industry standards.

Mr. Gibbs: Ok. Mr. Clulee.

Mr. Clulee: Ms. Marretta is there anybody here to speak on this? I'd like to hear what they have to say.

Ms. Marousek: They probably know more about this than I do.

Good Evening, my name is Julio Dumas. I have been in the telecom industry for going on 20 years and prior to that I was a government employee, a planner, so I know both sides of the table really well. To answer your question more directly, this is no economic impact on the parish at all. As your staff indicated this will actually clear up a lot of confusion and facilitate things because what you have here in the current code, you have conflicting provisions of the code. We are in support of this, I think the parish is in the right direction. The only thing I would suggest to staff is just a couple of minor things to simplify it. There is no longer and EIA anymore, it's TIA. The other thing is I would simply put the latest edition of the International Building Code so that in the future as we adopt new versions of the International Building Code it will automatically reflect it and you won't continue to create conflicts, so that might help you a little bit and the last suggestion is, the same thing that applies to the TIA, where letter g is at the present time, h is coming in the near future as technology advances and new standards develop. I would also apply that latest edition to the TIA 222. Other than that I can answer any questions that you may have.

Mr. Clulee: You can tell he was a planner, he's adding stuff to it.

Mr. Gibbs: We didn't plan for that.

Mr. Dumas: You're right, we're planners we got to be right.

Mr. Gibbs: My question is do we table this and you reconstruct it or do we go with the changes right now?

Ms. Marousek: We can get with Julio and get the wording he suggested.

Mr. Gibbs: We can go forward.

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Mr. Booth: Call for the vote would be a stipulation to update this as suggested.

Mr. Gibbs: Is there anyone else in the audience that would like to speak in favor or against PZO-2013-06? Cast your votes please.

YEAS: Pierre, Foster, Booth Gibbs, Galliano, Clulee, Frangella  
NAYS: None  
ABSENT: None

Mr. Gibbs: And that is unanimous.

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2013-0130

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF PARKS AND RECREATION)  
MARY TASTET, COUNCILWOMAN, DISTRICT II  
JULIA FISHER-PERRIER, COUNCILWOMAN, DISTRICT VII  
CLAYTON FAUCHEUX, JR., COUNCILMAN-AT-LARGE, DIVISION B

ORDINANCE NO. \_\_\_\_\_

An ordinance to approve and authorize the execution of a Mitigation Participation Agreement by and between Chevron U.S.A, Inc. and the Parish of St. Charles in the amount of \$60,000.00 for wetlands mitigation required to further develop Rathborne Park in Luling.

**WHEREAS,** St. Charles Parish has undertaken the next phase of design and construction of the Rathborne Park in Luling to provide additional recreation and fitness amenities for the citizens of St. Charles Parish; and,

**WHEREAS,** in order to fulfill the wetland permitting requirements it is necessary to purchase 3.0 acres of bottomland hardwood mitigation credits at the Paradis Mitigation Bank Area located in St. Charles Parish in the amount of \$60,000.00; and,

**WHEREAS,** it is the desire of the Parish Council to approve said Mitigation Participation Agreement to comply with the requirements of U. S. Army Corp of Engineers Permit No. MVN-1998-3826-EBB.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Mitigation Participation Agreement by and between Chevron U.S.A., Inc. and the Parish of St. Charles in the amount of \$60,000.00 is hereby approved.

**SECTION II.** That the Parish President is hereby authorized to execute said Mitigation Participation Agreement on behalf of the Parish of St. Charles.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

IRELAND FEE PARADIS (049765)

PARADIS MITIGATION BANK AREA

ST. CHARLES PARISH, LOUISIANA

UNITED STATES OF AMERICA

MITIGATION PARTICIPATION AGREEMENT

BETWEEN

CHEVRON U.S.A. INC.

AND

PARISH OF ST. CHARLES

Effective Date : April \_\_, 2013

## MITIGATION PARTICIPATION AGREEMENT

THIS MITIGATION PARTICIPATION AGREEMENT ("Contract") is entered into this \_\_\_\_ day of April, 2013 (the "Effective Date"), by and between Chevron U.S.A. Inc., a Pennsylvania corporation ("Seller"), with a mailing address at 1400 Smith, Houston, Texas 77002 and Parish of St. Charles, with a mailing address at P.O. Box 302, Hahnville, Louisiana 70057 ("Permittee").

### RECITALS

- A. Seller is the Sponsor of the Paradis Mitigation Bank (the "Bank") as that term is defined in the Mitigation Banking Instrument ("MBI") and in such capacity has agreed to perform all necessary work to enhance and restore wetland functions and maintain wetland habitats and transitional buffers, if applicable, in accordance with the provisions of the MBI.
- B. Seller is responsible for maintaining accounting records and monitoring the Bank for success and providing this information in reports documenting bank usage and the results of monitoring.
- C. The Bank is established to provide compensation for impacts to bottomland hardwood wetlands and Cypress swamps, within the Alluvial Valley of the Mississippi River within the Hydrologic Cataloging Unit 8090301.
- D. Permittee has filed an application with the U.S. Army Corps of Engineers for a Wetlands Use Permit for construction of storm surge protection in Sections 5, 6, 37, and 57 T 14S, R21E; Sections 48, 50, and 57, T13S, R21E; Sections 93 and 119, T13S, R20E; and Section 1, T13S, R21E, said permit to be conditioned to require mitigation for impacts that are likely to occur and which are of importance to the human or aquatic environment.
- E. The U.S. Army Corps of Engineers New Orleans District has approved the use of the Bank to fulfill Permittee's compensatory mitigation requirements as outlined in US COE Basefile # MVN-1998-3826 EBB permit.

### AGREEMENT

#### 1. DEFINITIONS, INTERPRETATIONS, AND EXHIBITS

- 1.1 **Definitions.** As used in this Contract, these words or expressions have the following meanings:

"Affiliate" means any legal entity which controls, is controlled by, or is under common control with, another legal entity. An entity is deemed to "control" another if it owns directly or indirectly at least fifty percent of either of the following:

- (A) The shares entitled to vote at a general election of directors of such other entity.
- (B) The voting interest in such other entity if such entity does not have either shares or directors.

"Bank" means the Paradis Mitigation Bank. Its location is shown on Exhibit C and it is more specifically described in the MBI.

"Claim" means any claim, liability, loss, demand, damages, Lien, cause of action of any kind, obligation, costs, judgment, interest and award (including recoverable legal counsel fees and costs of litigation of the Person asserting the Claim), whether arising by law, contract, tort, voluntary settlement or otherwise.

"COE" means the U.S. Army Corps of Engineers New Orleans District.

"Dispute" means any dispute or controversy arising out of this Contract or the performance of services hereunder, including a Claim under this Contract and any dispute or controversy regarding the existence, construction, validity, interpretation, enforceability or breach of this Contract.

"Effective Date" means the date defined as "Effective Date" in the introductory paragraph of this Contract.

"Exhibit" means the documents referred to in Section 1.3(A).

"MBI" means the Paradis Mitigation Banking Instrument dated June 9, 2005, between Chevron U.S.A. Inc., the U.S. Army Corps of Engineers New Orleans District, et al.

"Party" means Seller or Buyer and "Parties" mean both of them.

"Permittee" means the Person defined as "Permittee" in the introductory paragraph of this Contract and Permittee's successors, and assigns.

"Person" means an individual, corporation, company, state, statutory corporation, partnership, trust, unincorporated organization, association, government entity or any other legal entity.

"Records" means information in any recorded form, whether electronic or otherwise, including books, papers, documents, contracts, financial accounts, ledgers, recordings, purchase orders, invoices, vouchers, receipts, manifests, correspondence, memoranda, instructions, plans, drawings, personnel records, timesheets, payroll records, inspection records, registers, statements, reports, written and other information, computer data and other data.

"Seller" means the Person defined as "Seller" in the introductory paragraph of this Contract.

**1.2 Interpretation.** Unless the context expressly requires otherwise, all of the following apply to the interpretation of this Contract:

- (A) The plural and singular words each include the other.
- (B) The masculine, feminine and neuter genders each include the others.
- (C) The word "or" is not exclusive.
- (D) The word "includes" and "including" are not limiting.
- (E) References to matters "arising" (or which "arise" or "arises") "out of this Contract" include matters which arise in connection with this Contract or have a causal connection with or which flow from this Contract or which would not have arisen

or occurred but for the entering into this Contract or the performance of or failure to perform obligations under this Contract.

- (F) The headings in this Contract are included for convenience and do not affect the construction or interpretation of any provision of, or the rights or obligations of a Party under, this Contract.

### 1.3 Exhibits.

- (A) All of the Exhibits that are attached to the body of this Contract are an integral part of this Contract and are incorporated by reference into this Contract, including:
- (1) Exhibit A – Specifications
  - (2) Exhibit B – Permittee's COE Permit
  - (3) Exhibit C – Location Map of the Bank
- (B) If a conflict exists between the body of this Contract and the Exhibits, the body prevails to the extent of the conflict.

## 2. SELLER SERVICES

- 2.1 Seller owns and operates the Bank and is prepared to and upon the payment specified in Section 3.1(B), shall commence to render all services and shall satisfy all of the terms and conditions specified in Exhibit A.

## 3. PAYMENTS

- 3.1 Permittee will compensate Seller for the services to be performed in accordance with the terms and conditions of this Contract as follows:
- (A) Permittee desires to acquire 3.00 acres of bottomland hardwood credits from the Bank as specified in COE permit attached as Exhibit B.
  - (B) Concurrent with the execution of this Contract, Permittee shall pay Seller in U.S. Dollars the amount of SIXTY THOUSAND DOLLARS (\$60,000).

## 4. WARRANTEE

- 4.1 Seller hereby warrants that it has record title to the Bank and that it has all rights to perform the obligations undertaken by Seller in this Contract. The Parties hereto warrant to each other that they have the right to enter into this Contract.

## 5. GOVERNMENTAL COMPLIANCE

- 5.1 Seller warrants and agrees to comply with any and all laws, ordinances, orders, rules, regulations, standards, licensing requirements or otherwise of any state, federal, municipal or local authority or agency thereof, now in force and effect, or which may be passed, enacted, issued, revised, required or promulgated hereinafter, incident to, arising out of or in any way connected with the Bank and/or any activities conducted under, pursuant to or by virtue of this Contract.

## 6. GOVERNING LAW AND RESOLUTION OF DISPUTE

- 6.1 **Governing Law.** This Contract is governed by, and interpreted under the laws of the State of Louisiana, without regard to its choice of law rules, except that the substantive and procedural rules of the Federal Arbitration Act, 9 U.S.C. §§ 1 – 16 (“the Act”) shall govern Section 6.
- 6.2 **Resolution of Disputes.** If any Dispute arises out of or in relation to this Contract and if the Dispute cannot be settled by direct negotiations, either Party may initiate mediation. If the Parties fail to settle the Dispute within thirty days of notice of mediation, either Party may initiate binding arbitration. The following provisions shall apply to arbitration proceedings pursuant to Section 6:
- (A) The place of arbitration will be New Orleans, Louisiana.
  - (B) One arbitrator will conduct the arbitral proceedings in accordance with The International Institute for Conflict Prevention & Resolution (“CPR”) Rules and CPR is the appointing authority.
  - (C) The arbitrator does not have the power to award, nor shall the arbitrator award, any punitive, indirect or consequential damages (however denominated). Each Party will bear its own costs of legal representation and witness expenses.
  - (D) The arbitrator must render a reasoned award in writing. This award shall be based upon a decision which must detail the finding of fact and conclusions of law on which it rests. The award is final and binding.
  - (E) The Dispute will be resolved as quickly as possible. The arbitration award must be issued within three months from completion of the hearing, or as soon as possible thereafter.

## 7. GENERAL PROVISIONS

- 7.1 **Entire Agreement.** This Contract comprises the complete and exclusive agreement between the Parties regarding the subject matter of this Contract, and supersedes all oral and written communications, negotiations, representations or agreements in relation to that subject matter made or entered into before the Effective Date.
- 7.2 **Notices.** All notices required or permitted under this Contract must be in writing and delivered by mail (postage prepaid) or by hand delivery to the address of the receiving Party set out in the signature page to this Contract. Notice may also be delivered by facsimile sent to the facsimile number of the receiving Party set out in the signature page to this Contract provided that the original notice is promptly sent to the recipient by mail (postage prepaid) or by hand delivery. Notices sent by email are ineffective. Notices are effective when received by the recipient during the recipient’s regular business hours. Notices which do not comply with the requirements of this Contract are ineffective.
- 7.3 **Amendment.** Neither this Contract nor any provision hereof may be altered, amended, modified, superseded, canceled, changed, waived, renewed, extended, discharged or terminated, except in a writing duly executed by the Parties.

- 7.4 **Successors and Assigns.** This Contract will be binding upon and inure to the benefit of the Parties and their respective Affiliates, heirs, legal representatives, successors and assigns.
- 7.5 **Drafting.** Preparation of this Contract has been a joint effort of the Parties and the resulting Contract must not be construed more severely against one of the Parties than against the other.
- 7.6 **Authorized Representatives.** Each Party represents and warrants that the Contract has been duly executed and delivered by its authorized officer or other representative and constitutes its legal, valid and binding obligation enforceable in accordance with its terms, and no consent or approval of any other person is required in connection with its execution, delivery and performance of this Contract.
- 7.7 **Severability.** Each provision of this Contract is severable. If any provision is determined to be invalid, unenforceable or illegal under any existing or future law by a court, arbitrator of competent jurisdiction or by operation of any applicable law, this invalidity, unenforceability or illegality will not impair the operation of or affect those portions of this Contract that are valid, enforceable and legal.
- 7.8 **Conflict of Interest.**
- (A) No director, employee, or agent of either Party may engage in any of the following activities without the other Party's prior written consent:
- (1) Give to or receive from any director, employee or agent of the other Party or any Affiliate of that Party either of the following:
- (a) Any gift, entertainment or other benefit of significant cost or value.
- (b) Any commission, fee or rebate.
- (2) Enter into any business arrangement with any director, employee or agent of the other Party or any Affiliate of that Party (other than as a representative of the Party or its Affiliate).

For the period of two years after the Effective Date either Party, or its authorized representatives, may audit the applicable Records of the other Party for the purpose of determining whether there has been compliance with this Section 7.8. The provisions of this Section 7.8 will survive termination of this Contract.

**The remainder of this page left intentionally blank.**

The Parties have executed this Contract in duplicate as evidenced by the following signatures of authorized representatives of the Parties:

**SELLER:**  
**CHEVRON U.S.A. INC.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ADDRESS FOR NOTICES:**

1400 Smith  
 Houston, Texas 77002

**Attention:** A&D Manager

**Telephone:** (281) 372-1700

**Facsimile:** (866) 741-5436

**PERMITTEE:**  
**PARISH OF ST. CHARLES**

Signature: \_\_\_\_\_

**Name:** V. J. St. Pierre, Jr.

**Title:** Parish President

**ADDRESS FOR NOTICES:**

P.O. Box 302  
 Hahnville, LA 70057

**Attention:** Parish President

**Telephone:** (985) 783-5000

**Facsimile:** (985) 783-2067

**EXHIBIT A - SPECIFICATIONS**

Chevron U.S.A. Inc. ("Seller") and the Sponsor of the Paradis Mitigation Bank located in St. Charles Parish, Louisiana, on behalf of Parish of St. Charles ("Permittee"), shall perform the following wetland mitigation in fulfillment of the Permittee's U.S. Army Corps of Engineers Permit attached hereto as Exhibit B and shall enhance 3.00 acres of lands located in the Paradis Mitigation Bank as follows:

1. Planting will be conducted during the non-growing season which is defined as December 15<sup>th</sup> through March 15<sup>th</sup>.
2. Wetland rehabilitation will be conducted in accordance with the approved Mitigation Banking Instrument for the Paradis Mitigation Bank.
3. If any portion of the 3.00 acres is destroyed or adversely impacted by activities and/or occurrences, other than by Acts of God, the U.S. Army Corps of Engineers shall be so advised in writing by Seller and restoration shall be made by Seller to the affected area or equal mitigation shall be implemented by Seller, as approved by the U.S. Army Corps of Engineers.
4. Seller has or shall immediately record a Conservation Servitude in accordance with the terms of the MBI to ensure that, in the event the 3.00 acres of land is sold, the new owner of the mitigation area will be aware of limitations pertaining to activities within the mitigation site. The Conservation Servitude will be filed in the conveyance records of St. Charles Parish, Louisiana.

End of Exhibit A

**EXHIBIT B – U.S. ARMY CORPS OF ENGINEERS PERMIT**

(permit letter follows this page- remainder of page intentionally left blank)



REPLY TO  
ATTENTION OF:

DEPARTMENT OF THE ARMY  
NEW ORLEANS DISTRICT, CORPS OF ENGINEERS  
P.O. BOX 60267  
NEW ORLEANS, LOUISIANA 70160-0267

MAR 28 2013

Operations Division  
Eastern Evaluation Section

SUBJECT: MVN 1998-3826 EBB  
Revised Mitigation Requirements

St. Charles Parish Council  
Post Office Box 302  
Hahnville, LA 70057

Gentlemen,

This is in regard to your permit application to clear, grade, excavate, place and maintain fill for Ratheborne Park, located on the Cousins Canal just north of Cousins Canal Pumping Station, southeast of Luling, in St. Charles Parish, Louisiana.

In order to satisfy the requirements of our regulations, and comply with our 1990 Memorandum of Agreement with the US Environmental Protection Agency (EPA), it has been determined that compensatory mitigation will be required for unavoidable impacts to jurisdictional wetlands.

Enclosed is a list of approved mitigation banks, sponsor contact information, and required credits appropriate for your project. Your compensatory mitigation requirements may be met by obtaining the specified credits from the sponsor/sponsors listed on the enclosure and having your credit procurement recorded in the Regulatory In-lieu Fee and Bank Information Tracking System (RIBITS). It is important that you contact the bank sponsor/sponsors specified on the enclosure to ensure the availability of the prescribed acreage and resource type.

Please advise your project manager, within 15 days of the date of this letter, as to the mitigation bank you have entered into an agreement with. The final permit will be provided once the above requirements are met. Your project may be removed from our active files pending proof of mitigation procurement through RIBITS. If you have any questions, please contact Jennifer Burkett at (504) 862-2045

Sincerely,

  
60 Martin S. Mayer  
Chief, Regulatory Branch

Enclosures

**Approved Mitigation Banks for**  
**MVN 1998-3826 EBB**

1. **Bank Name:** Lower Vacherie Mitigation Area  
**Sponsor:** Stream Wetland Services, LLC  
**Contact:** David Richard  
P.O. Box 40  
Lake Charles, LA 70602  
Phone: (337)433-1055 x119  
**Number of Acres/Credits Required:** 3.2 acres of Bottomland Hardwoods

OR

2. **Bank Name:** Paradis Mitigation Bank  
**Sponsor:** Chevron U.S.A., Inc.  
**Contact:** John Phipps  
1400 Smith, Room 49102  
Houston, TX 77002  
Email: JohnPhipps@chevron.com  
Phone: (713)372-1187  
**Number of Acres/Credits Required:** 3.0 acres of Bottomland Hardwoods



Legend  
— Boundary

2013-0131

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF PUBLIC WORKS)**

**ORDINANCE NO.** \_\_\_\_\_

An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No. P091001, Drainage Improvements to KCS Canal Project to increase the contract amount by \$63,521.20 and increase the contract time by eighty three (83) days.

**WHEREAS,** Ordinance No. 12-6-7, adopted June 4, 2012, by the St. Charles Parish Council, approved and authorized the execution of a contract with Hamp's Construction, LLC for Parish Project No. P091001, Drainage Improvements to KCS Canal Project in the amount of \$1,199,737.81; and,

**WHEREAS,** The increase in contract amount resulted from two (2) Construction Change Directives due to a work stoppage implemented for site remediation of asbestos, performed by the KCS Railroad. An increase of \$16,656.38 was a result of Change Directive #1 for demobilization from the project site. An Increase of \$46,864.82 was a result of Change Directive #2 for remobilization and to bring the condition of the project site back to the construction status prior to demobilization. Two (2) additional line items are added and one (1) line item increased which represents all cost associated with the work stoppage due to remediation of asbestos at the project site by the KCS Railroad; and,

**WHEREAS,** The increase in contract time was a result of days incurred from work stoppage due to the site remediation of asbestos by the KCS Railroad.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** To approve and authorize the execution of Change Order No. 1 for Parish Project No. P091001, Drainage Improvements to KCS Canal Project to increase the contract amount by \$63,521.20 and increase the contract time by eighty three (83) days.

**SECTION II.** That the Parish President is hereby authorized to execute said Change Order.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

## CHANGE ORDER

No. 1

DATE OF ISSUANCE: April 5, 2013

EFFECTIVE DATE \_\_\_\_\_

OWNER	St. Charles Parish
CONTRACTOR	Hamp's Construction LLC.
Contract:	Drainage Improvements to KCS Canal
Project:	
OWNER's Contract No.	P091001
ENGINEER's Contract No.	32000.80
ENGINEER	Volkert Inc.

You are directed to make the following changes in the Contract Documents:

**Description:**1. Delete the Following Work Items:

N/A

Total of Deducted Items = (-\$0.00)

2. Add the Following Work Items:

- a. New Contract Item S-003: Demobilization and Delay Expenses Due to ACM Abatement  
Addition of \$16,656.38 (L.S.). See attached cost estimate for details.
- b. New Contract Item S-004: Remobilization and Cleanup Expenses Due to ACM Abatement Delay  
Addition of \$46,864.82 (L.S.). See attached cost estimate for details.

Total of Added Work Items = (+\$63,521.20)

3. Revise the Following Work Item Quantities:

- a. Contract Item 402-01-00100: Traffic Maintenance Aggregate (Vehicular Measurement)  
The quantity is to be changed to 140 C.Y. (+\$1,340.00)

Total of Change in Work Items Quantity = (+\$1,340.00)

**Reason for Change Order:**

## 1. Deleted Work Items

N/A

## 2. Added Work Items

- a. Due to the discovery of asbestos containing material (ACM) within the Kansas City Southern (KCS) right-of-way, all work was suspended on the project until the abatement of the ACM could be completed. As a result, there was work that was performed, and extra costs that were incurred by the contractor, that were beyond the scope of the original contract documents. This item was created to compensate the contractor for the rental of a water truck, decontamination of equipment that had been used within the "Hot Zone", demobilization of owned equipment, and the monthly rental of items that were to remain on the jobsite during the delay.
- b. As a result of the aforementioned delay, this item was created to compensate the contractor for the remobilization of personnel and equipment to the project, as well as the restoration of the jobsite to its pre-delay condition which included the dewatering of the excavation, cleaning of the slab and exposed reinforcing steel, and the removal and replacement of contaminated bedding material.

## 3. Revised Work Item Quantities

- a. This item was increased by a quantity of 40 C.Y. to compensate the contractor for #610 Crushed Concrete Aggregate that was placed on top of the material that was used to cap the "Hot Zone", enabling access to the north side of the excavation for the purpose of constructing the box culvert.

00806\_rev3

00806-1

**Attachments:**

Construction Change Directive No. 1 (With Backup)

Construction Change Directive No. 2 (With Backup)

00806\_rev3

00806-2

CHANGE IN CONTRACT PRICE:	
Original Contract Price	\$1,199,737.81
Net Increase (Decrease) from previous Change Orders:	\$0.00
Contract Price prior to this Change Order:	\$1,199,737.81
Net increase of this Change Order:	\$64,861.20
Contract Price with all approved Change Orders:	\$1,264,599.01

CHANGE IN CONTRACT TIMES:	
Original Contract Time:	200 Calendar Days Completion Date: December 31, 2012
Net change from previous Change Orders:	0 Days
Contract Times prior to this Change Order:	200 Calendar Days Completion Date: December 31, 2012
Net increase (decrease) this Change Order:	83 Days
Contract Times with all approved Change Orders:	283 Calendar Days Completion Date: March 24, 2013

RECOMMENDED:

By: BB  
ENGINEER (Brad Brenner, P.E.)

APPROVED:

By: \_\_\_\_\_  
OWNER

ACCEPTED:

By: Charlie Hampton  
CONTRACTOR (Charlie Hampton)Date: 4/5/13

Date: \_\_\_\_\_

Date: 4/5/13

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.



Volkert, Inc.

www.volkert.com

4640 S. Carrollton Avenue  
Suite 240  
New Orleans, LA 70119Office 504.488.8002  
Fax 504.488.8008

## CONSTRUCTION CHANGE DIRECTIVE

**PROJECT:** DRAINAGE IMPROVEMENTS TO KCS CANAL

**PROJECT NO.:** P091001

**DATE:** 2/15/2013

**CCD NO.:** 001

**OWNER:** St. Charles Department of Public Works/Wastewater

**TO:** Hamp's Construction  
1319 Newton St.  
New Orleans, La 70114

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This Construction Change Directive is issued to add 61 calendar days to the contract, as well as to authorize payment to the Contractor for work that was performed, and extra costs that were incurred as a result of the asbestos containing material (ACM) that was discovered on the KCS right-of-way, and to memorialize that these changes are to be included in a future Change Order to the Contract. All parties hereby agree that the dollar amount indicated for the work, as described by this Directive, is all inclusive and final. No additional compensation for the Work will be considered.

### DESCRIPTION:

Due to the discovery of asbestos containing material (ACM) within the Kansas City Southern (KCS) right-of-way, the project was temporarily suspended from work activity until the abatement of the ACM could be completed. As a result, there was work that was performed, and extra costs that were incurred by the contractor, that were beyond the scope of the original contract documents. This included the rental of a water truck, decontamination of equipment that had been used within the "Hot Zone", demobilization of owned equipment, and the monthly rental of items that were to remain on the jobsite. Attached are the invoices and the daily breakdowns of the aforementioned work which have been compiled, reviewed, and deemed accurate by Volkert personnel.

### Office Locations:

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Volkert, Inc.

www.volkert.com

4640 S. Carrollton Avenue  
Suite 240  
New Orleans, LA 70119

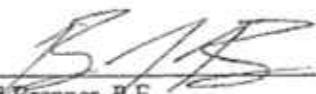
Office 504.488.8002  
Fax 504.488.8008

The following is a summary of the changes to the pay item quantities as a result of the changes described above:

1. Add Pay Item No. S-003 – Demobilization and Delay Expenses Due to ACM; QTY: 1 Lump Sum @ \$16,656.38 for a total sum of \$16,656.38, which results in an increase of \$16,656.38.
2. Add 61 calendar days to the total contract time due to the demobilization and delay caused by the ACM identified on the project worksite.

The above changes results in a total project sum change of \$16,656.38 and 61 calendar days added to the contract.

ENGINEER:

  
\_\_\_\_\_  
Brad Brenner, P.E.  
Volkert, Inc.

CONTRACTOR:

  
\_\_\_\_\_  
Charlie Hampton  
Hamp's Construction

OWNER:

  
\_\_\_\_\_  
Sam Scholle  
St. Charles Parish

PROJECT INSPECTOR:

  
\_\_\_\_\_  
Mark Kessler  
Volkert, Inc.

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## Construction Change Directive 001

## Item No. S-003

## Summary of Additional Costs

Page No.	Description	Total
4-6	Water Truck Rental	\$1,325.00
7-8	Air Monitoring	\$714.00
9-10	Decontamination of Equipment	\$3,798.06
11-12	Demobilization/Project Cleanup 11/29/12	\$853.54
13-16	Equipment Rental 11/30/12 - 12/2/12	\$974.72
17-18	Demobilization/Project Cleanup 12/3/12	\$1,515.16
19-24	Monthly Rental Items 11/29/12 - 1/29/13	\$7,475.90
	<b>Total=</b>	<b><u>\$16,656.38</u></b>



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Office 504.488.8002  
Fax 504.488.8008

## CONSTRUCTION CHANGE DIRECTIVE

**PROJECT:** DRAINAGE IMPROVEMENTS TO KCS CANAL

**PROJECT NO.:** P091001

**DATE:** 4/5/2013

**CCD NO.:** 002

**OWNER:** St. Charles Department of Public Works/Wastewater

**TO:** Hamp's Construction  
1319 Newton St.  
New Orleans, La 70114

This Construction Change Directive is issued to add 22 calendar days to the contract, as well as to authorize payment to the Contractor for work that was performed, and extra costs that were incurred, as a result of the delay that was caused by the discovery of asbestos containing material (ACM) on the KCS right-of-way, and to memorialize that these changes are to be included in a future Change Order to the Contract. All parties hereby agree that the dollar amount indicated for the work, as described by this Directive, is all inclusive and final. No additional compensation for the Work, as described below, will be considered.

### DESCRIPTION:

Due to the discovery of asbestos containing material (ACM) within the Kansas City Southern (KCS) right-of-way, all work was suspended on the project until the abatement of the ACM could be completed. As a result, there was work that was performed, and extra costs that were incurred by the contractor, that were beyond the scope of the original contract documents. This included remobilization of personnel and equipment to the project, and the restoration of the jobsite to its pre-delay condition. All expenses associated with the rental of a water truck, decontamination of equipment, demobilization of owned equipment, and monthly rental items that remained on the jobsite during the delay were accounted for in Construction Change Directive No. 1 and will be added to the contract under Item No. S-003 – Demobilization and Delay Expenses Due to ACM. The attached invoices and summaries of the aforementioned work have been compiled, reviewed, and deemed accurate by Volkert personnel.

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Suite 240  
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Office 504.488.8002  
Fax 504.488.8008

The following is a summary of the changes to the pay item quantities as a result of the changes described above:

1. Add Pay Item No. S-004 – Remobilization and Cleanup Expenses; QTY: 1 Lump Sum @ \$46,864.82 for a total sum of \$46,864.82, which results in an increase of \$46,864.82.
2. Add 22 calendar days to the total contract time due to the demobilization and delay caused by the ACM identified on the project worksite.

The above changes results in a total project sum change of \$46,864.82 and 22 calendar days added to the contract.

ENGINEER:

  
\_\_\_\_\_  
Brad Brenner, P.E.  
Volkert, Inc.

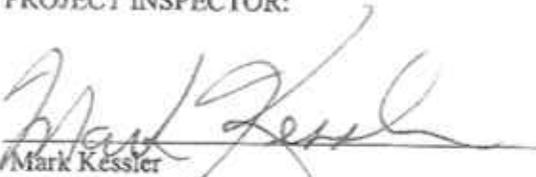
CONTRACTOR:

  
\_\_\_\_\_  
Charlie Hampton  
Hamp's Construction

OWNER:

  
\_\_\_\_\_  
Sam Scholle  
St. Charles Parish

PROJECT INSPECTOR:

  
\_\_\_\_\_  
Mark Kessler  
Volkert, Inc.

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Raleigh, North Carolina • Chattanooga, Tennessee • Alexandria, Virginia • Washington, D.C.



5-Apr-13

Drainage Improvemnts to KCS Canal  
P091001

Attn: St. Charles Parish Department of Public Works

RE: Remobilization/Cleanup

**Subcontractor Labor**

Insured Labor	12,507.50
Premium Labor	413.50
Total Labor	<u>12,921.00</u>
15.00% Fee on Labor	1,938.15
Labor Total	<u>14,859.15</u>

**Subcontractor Insurance and Taxes**

Insurance & Taxes	
11.89% FICA, FUTA & SUTA	1,536.31
27.25% Liability Insurance	3,408.29
Insurance & Taxes Total	<u>4,944.60</u>

**Material**

Material Subtotal	0.00
15.00% Fee on Material	0.00
Material Total	<u>0.00</u>

**Subcontractor's Equipment**

Owned Equipment	6,807.21
Rented Equipment	9,634.93
15% Fee on Owned Eqpt	1,021.08
	<u>17,463.22</u>

**Invoiced Subcontracts**

RPS Invoice	7,825.00
Subcontracts Total	<u>7,825.00</u>

**Total**

Subtotal	45,091.97
5% Contractor's Fee	1,772.85
Change Order Total	<u>46,864.82</u>

**2013-0132**

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(OFFICE OF COASTAL MANAGEMENT)**

**ORDINANCE NO.** \_\_\_\_\_

An ordinance to approve and authorize the execution of a Professional Services Agreement with Dr. Joseph Suhayda to perform consulting services during the Flood Insurance Rate Map appeal process currently being proposed by FEMA.

**WHEREAS,** St Charles Parish is a participant in the National Flood Insurance Program providing; and,

**WHEREAS,** FEMA has submitted a new Flood Insurance Rate Map for review and adoption by St Charles Parish; and,

**WHEREAS,** St Charles Parish believes there are technical and scientific errors contained in the proposed maps and intends to submit a comprehensive appeal to FEMA for their consideration and resolution; and,

**WHEREAS,** the residents and business of St Charles Parish are being faced with the possibility of large increases in their annual flood insurance premiums due to the change in base flood elevations in the proposed FEMA Flood Insurance Rate maps; and,

**WHEREAS,** it is the desire of St Charles Parish to engage Dr. Joseph Suhayda to provide consultation services to our department of Coastal Zone Management to compile the formal appeal to FEMA's proposed Flood Insurance Rate Maps.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Professional Services Agreement for the Flood Insurance Rate Map appeal between St. Charles Parish and Dr. Joe Suhayda is hereby approved.

**SECTION II.** That the Parish President is hereby authorized to execute said Agreement on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

PROFESSIONAL CONSULTING AGREEMENT

*St Charles Parish Digital-Flood Insurance Rate Map Appeal*

THIS AGREEMENT made and entered into the \_\_\_ day of April, 2013, by and between ST. CHARLES PARISH, located at 15045 River Road, Hahnville, LA 70057, acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and Dr. Joseph N. Suhayda, located at 285 Sunset Blvd, Baton Rouge, LA, hereinafter called the CONSULTANT. Whereas the OWNER desires to employ a professional consulting firm to provide the services for the *St Charles Parish Digital-Flood Insurance Rate Map Appeal* as described herein.

I. GENERAL

- A. The OWNER agrees to employ the CONSULTANT, and the CONSULTANT agrees to perform professional services as required. The CONSULTANT will conform to the requirements of the OWNER and to the standards of the agencies participating with the OWNER in the Project. The CONSULTANT will coordinate all work between the OWNER and all participating agencies and regulating agencies, if needed.

II. SERVICES OF THE CONSULTANT

A. Basic Consulting and Surveying Services

The CONSULTANT, upon authorization by the OWNER, shall provide the Consulting Services required and agreed to by the CONSULTANT, and to be paid by the OWNER.

B. The Project consists of the WORK DEFINED IN THE SCOPE OF WORK:

SCOPE OF WORK: This project, entitled *St Charles Parish Digital-Flood Insurance Rate Map Appeal*, shall include services specified in the Scope of Work attached hereto as Exhibit 1.

### III. SERVICES OF THE OWNER

- A. Provide full information to the CONSULTANT as per his requirements for the project.
- B. Assist the CONSULTANT in planning and performing the work by placing at his disposal all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to flood plain conditions and elevations currently known by OWNER.
- C. Guarantee access to and make all provisions for the CONSULTANT to enter upon public property as required for performing the services.
- D. Employ additional consultants as needed for performing specific professional services.

### IV. COMPENSATION

#### A. Compensation for Basic Consulting Services

- 1. For Basic Consulting Services described in Section II, Paragraph B, the OWNER shall pay the CONSULTANT a total contract amount not to exceed \$42,000. Compensation shall be paid at an hourly rate of \$200 per hour.

### V. OWNERSHIP OF DOCUMENT

- A. Documents including but not limited to drawings, computer files, and all other data prepared or obtained under the terms of this authorization shall become the property of the OWNER and shall be made available for OWNER'S inspection at anytime during the project and shall be delivered to the OWNER prior to termination or final completion of the contract.

### VI. TERMINATION

- A. This Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party.

- B. The CONSULTANT, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- C. The CONSULTANT shall, as soon as practical after receipt of notice of termination, but no later than 30 days after receipt of said notice, submit a statement showing in detail the services performed under this Agreement to the date of termination.
- D. The OWNER shall then pay the CONSULTANT promptly that portion of the prescribed fee which the services actually performed under this Agreement bear to the total services called for under the fee as have been previously made.

#### VII. COMPLIANCE WITH LAWS AND ORDINANCES

The CONSULTANT hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work or services under this Contract.

#### VIII. SUCCESSORS AND ASSIGNS

This Contract is not assignable.

#### IX. INSURANCE

The CONSULTANT shall secure and maintain at his expense such insurance that will protect him and the OWNER, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the amount of FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) for one person and not less than FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the amount of FIFTY THOUSAND AND NO/100 (\$50,000.00) for each

accident and not less than ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) aggregate.

All certificates of insurance shall name OWNER as an insured and SHALL BE FURNISHED TO THE OWNER within 10 days of the signing of the Contract, and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the OWNER. The OWNER may examine the policies.

X. GENERAL

A. The CONSULTANT shall indemnify and save harmless the OWNER against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by reason of any negligent act by the CONSULTANT, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.

XI. WARRANTY

CONSULTANT warrants that it will perform its services with the degree of skill and to the standard of care required of the Consulting profession to meet all Federal, State and Local requirements



## Exhibit 1

### Scope of Work Joseph N. Suhayda

This outline describes the various tasks that consultant will perform to assist St. Charles Parish (SCP) in establishing a scientifically and technically sound basis to appeal the new preliminary Digital Flood Insurance Rate Maps (DFIRMs).

Task 1. Establish an Appeal Team through discussions with the parish.

Task 2. Establish a working relationship with FEMA and USACE

2.1. Set-up and attend meetings.

Task 3. Determine the technical basis for the base flood elevations shown on the DFIRM maps, including:

3.1. Collect and review the data used in the Flood Insurance Study (FIS), including bathymetry, topography, land cover, and channel and barrier dimensions.

3.2. Review the set-up of the surge computer models used in the FIS.

3.3. Review the joint probability analysis and storm tracks used in the FIS surge model.

3.4. Review the set-up of the WHAFIS wave forecasting computer model used in the FIS.

3.5. Identify the procedural, scientific and technical deficiencies of the FIS work.

Task 4. Determine , with SCP, the objectives for the FIRM re-mapping – Panels, zones and elevations

Task 5. Assist in re-computing BFEs for SCP based upon new data, and new surge and wave modeling, including:

5.1. Determine the proper levee conditions to be used in the analysis.

5.2. Identify and collect new environmental data needed – topography, bathymetry, vegetation and historic flooding.

5.3. Determine SWL to be used in WHAFIS runs.

5.4. Set-up and run WHAFIS program and determine flood elevations and zones.

Task 6. Assist in preparing the DFIRM Appeal Report and submit to FEMA

6.1. Prepare draft report and submit to parish for review.

6.2. Revise report and prepare final report.

Task 7. Provide Additional Services as Requested by SCP

**2013-0133**

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF FINANCE)**

**ORDINANCE NO. \_\_\_\_\_**

An ordinance to amend the 2013 Consolidated Operating and Capital Budget, Amendment No. 3, to roll forward from the 2012 budget construction, architectural/engineering, and other fees for Fund 112 – Roads and Drainage for various parish projects that were not completed in 2012.

**WHEREAS,** the 2013 St. Charles Parish Consolidated Operating and Capital Budget was adopted November 5, 2012 by Ordinance No. 12-11-1, and amended January 8, 2013 by Executive Order No. 13-01, and January 29, 2013 by Executive Order No. 13-02, March 11, 2013 by Ordinance No. 13-3-8, April 8, 2013 by Amendment TBA; and,

**WHEREAS,** the Parish Council has taken under consideration the study of Amendment No. 3 to the St. Charles Parish Consolidated Operating and Capital Budget for fiscal year 2012 to roll forward from the 2012 budget construction, architectural/engineering and other fees for: Fund 112 – Roads and Drainage – Drainage, Account No. 112-420260, in the amount of \$4,126,464.00 unexpended in 2012 as well as to rollover \$1,063,815 of Revenues not received in 2012 related to said projects; Fund 112 – Roads and Drainage – Paved Streets, Account No. 112-420210 in the amount of \$592,287; and Fund 112 – Roads and Drainage – Sidewalks, Account No. 112-420230 in the amount of \$962,320, all of which are for the projects as shown by the Revision Schedule.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That in accordance with the provisions of Article V, Sections D, E, and F of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.), the St. Charles Parish Council does hereby amend the 2013 St. Charles Parish Consolidated Operating and Capital Budget, as amended, as per "Exhibit A".

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this \_\_\_\_ day of \_\_\_\_\_, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_  
SECRETARY: \_\_\_\_\_  
DLVD/PARISH PRESIDENT: \_\_\_\_\_  
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_  
  
PARISH PRESIDENT: \_\_\_\_\_  
RETD/SECRETARY: \_\_\_\_\_  
AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

# ST. CHARLES PARISH GOVERNMENTAL FUNDS

## CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT FISCAL YEAR ENDING DECEMBER 31, 2013

Description	Current Year				Upcoming Year			
	Original Budget	Last Adopted Budget	Actual Year-to-Date (as of June 30th)	Estimate Remaining for Year	Projected Actual Result at Year End	Proposed Budget	% Change Last Adopted vs Projected Actual	% Change Projected Actual vs Proposed
<b>BEGINNING FUND BALANCE</b>	56,945,698	73,643,292			80,138,562	73,349,939		
Prior Period Adjustment	-	-			-	-		
<b>FUND BALANCE - RESTATED</b>	<u>56,945,698</u>	<u>73,643,292</u>			<u>80,138,562</u>	<u>73,349,939</u>		
CURRENT YEAR REVENUES & OTHER FINANCING SOURCES	96,544,890	102,934,311	47,980,061	54,387,278	102,367,339	114,782,291	-0.55%	12.13%
<b>TOTAL MEANS OF FINANCING</b>	<u>153,490,588</u>	<u>176,577,603</u>			<u>182,505,901</u>	<u>188,132,230</u>		
<b>EXPENDITURES &amp; OTHER FINANCING USES:</b>								
PERSONAL SERVICES	28,559,510	28,559,510	12,135,231	15,423,273	27,558,504	31,373,421	-3.50%	13.84%
OPERATING SERVICES	13,807,806	13,515,312	4,363,032	10,137,812	14,500,844	15,539,949	7.29%	7.17%
MATERIALS & SUPPLIES	5,291,692	5,292,312	2,078,510	3,744,927	5,773,437	6,063,818	9.09%	5.03%
OTHER CHARGES	789,736	785,886	212,658	612,947	825,605	781,836	5.05%	-5.30%
DEBT SERVICE	3,788,617	3,788,617	2,957,953	644,814	3,602,767	3,497,504	-4.91%	-2.92%
CAPITAL OUTLAY	52,772,226	76,821,245	9,118,360	32,562,232	41,680,592	71,644,306	-45.74%	71.89%
INTERGOVERNMENTAL	8,539,913	8,539,913	5,982,127	3,392,975	9,375,102	9,058,989	9.78%	-3.37%
TRANSFERS	17,701,314	17,701,314	772,514	5,066,597	5,839,111	24,663,340	-67.01%	322.38%
<b>TOTAL</b>	<u>131,250,814</u>	<u>155,004,109</u>	<u>37,570,385</u>	<u>71,585,577</u>	<u>109,155,962</u>	<u>162,623,163</u>		
<b>NET CHANGE IN CURRENT REVENUES &amp; OTHER SOURCES OVER EXPENDITURES &amp; OTHER USES</b>	<u>(34,705,924)</u>	<u>(52,069,798)</u>			<u>(6,788,623)</u>	<u>(47,840,872)</u>		
<b>ENDING FUND BALANCE</b>	<u>22,239,774</u>	<u>21,573,494</u>			<u>73,349,939</u>	<u>25,509,067</u>		

**ST. CHARLES PARISH  
GOVERNMENTAL FUNDS**

**CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT  
FISCAL YEAR ENDING DECEMBER 31, 2013**

Description	Current Year				Upcoming Year		
	Original Budget	Last Adopted Budget	Actual Year-to-Date (as of June 30th)	Estimate Remaining for Year	Projected Actual Result at Year End	Proposed Budget	% Change Projected Actual vs Proposed
<b>BEGINNING FUND BALANCE</b>	<b>56,945,698</b>	<b>73,643,292</b>			<b>80,138,562</b>	<b>73,349,939</b>	
Prior Period Adjustment							
<b>FUND BALANCE - RESTATED</b>	<b>56,945,698</b>	<b>73,643,292</b>			<b>80,138,562</b>	<b>73,349,939</b>	
CURRENT YEAR REVENUES & OTHER FINANCING SOURCES	96,544,890	102,934,311	47,980,061	54,387,278	102,367,339	116,294,291	13.60%
<b>TOTAL MEANS OF FINANCING</b>	<b>153,490,588</b>	<b>176,577,603</b>			<b>182,505,901</b>	<b>189,644,230</b>	
<b>EXPENDITURES &amp; OTHER FINANCING USES:</b>							
PERSONAL SERVICES	28,559,510	28,559,510	12,135,231	15,423,273	27,558,504	31,373,421	13.84%
OPERATING SERVICES	13,807,806	13,515,312	4,363,032	10,137,812	14,500,844	15,539,949	7.17%
MATERIALS & SUPPLIES	5,291,692	5,292,312	2,028,510	3,744,927	5,773,437	6,063,818	5.03%
OTHER CHARGES	789,736	785,886	212,658	612,947	825,605	781,836	-5.30%
DEBT SERVICE	3,788,617	3,788,617	2,957,953	644,814	3,602,767	3,497,504	-2.92%
CAPITAL OUTLAY	52,772,226	76,821,245	9,118,360	32,562,232	41,680,592	73,156,306	75.52%
INTERGOVERNMENTAL TRANSFERS	8,539,913	8,539,913	5,982,127	3,392,975	9,375,102	9,058,989	-3.37%
	17,701,314	17,701,314	772,514	5,066,597	5,839,111	26,175,340	348.28%
<b>TOTAL</b>	<b>131,250,814</b>	<b>155,004,109</b>	<b>37,570,385</b>	<b>71,585,577</b>	<b>109,155,962</b>	<b>165,647,163</b>	
<b>NET CHANGE IN CURRENT REVENUES &amp; OTHER SOURCES OVER EXPENDITURES &amp; OTHER USES</b>	<b>(34,705,924)</b>	<b>(52,069,798)</b>			<b>(6,788,623)</b>	<b>(49,352,872)</b>	
<b>ENDING FUND BALANCE</b>	<b>22,239,774</b>	<b>21,573,494</b>			<b>73,349,939</b>	<b>23,997,067</b>	

**ST. CHARLES PARISH**  
**2012 CONSOLIDATED OPERATING AND CAPITAL BUDGET**  
 April 8, 2013  
**REVISION SCHEDULE SUMMARY**  
**CONSOLIDATED BUDGET SUMMARY**

	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
<b>BEGINNING FUND BALANCE</b>	68,732,683	4,617,256	73,349,939
<b>REVENUE</b>	113,718,476	1,063,815	114,782,291
<b>TOTAL MEANS OF FINANCING</b>	<u>182,451,159</u>	<u>5,681,071</u>	<u>188,132,230</u>
<b>EXPENDITURES:</b>			
PERSONAL SERVICES	31,373,421	-	31,373,421
OPERATING SERVICES	15,539,949	-	15,539,949
MATERIALS & SUPPLIES	6,063,818	-	6,063,818
OTHER CHARGES	781,836	-	781,836
DEBT SERVICE	3,497,504	-	3,497,504
CAPITAL OUTLAY	65,963,235	5,681,071	71,644,306
INTERGOVERNMENTAL	9,058,989	-	9,058,989
TRANSFERS	24,663,340	-	24,663,340
<b>TOTAL EXPENDITURES</b>	<u>156,942,092</u>	<u>5,681,071</u>	<u>162,623,163</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<u>25,509,067</u>	<u>-</u>	<u>25,509,067</u>

**ST. CHARLES PARISH**  
**2012 CONSOLIDATED OPERATING AND CAPITAL BUDGET**  
 April 8, 2013  
**REVISION SCHEDULE SUMMARY**  
**SPECIAL REVENUE FUNDS**

	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
<b>BEGINNING FUND BALANCE</b>	<u>18,047,658</u>	<u>4,617,256</u>	<u>22,664,914</u>
REVENUES	<u>48,887,529</u>	<u>1,063,815</u>	<u>49,951,344</u>
<b>TOTAL MEANS OF FINANCING</b>	<u>66,935,187</u>	<u>5,681,071</u>	<u>72,616,258</u>
<b>EXPENDITURES:</b>			
PERSONAL SERVICES	15,679,325	-	15,679,325
OPERATING SERVICES	7,780,050	-	7,780,050
MATERIALS & SUPPLIES	5,019,212	-	5,019,212
OTHER CHARGES	164,775	-	164,775
CAPITAL OUTLAY	21,154,921	5,681,071	26,835,992
INTERGOVERNMENTAL	6,490,056	-	6,490,056
TRANSFERS	<u>2,195,090</u>	<u>-</u>	<u>2,195,090</u>
<b>TOTAL EXPENDITURES</b>	<u>58,483,429</u>	<u>5,681,071</u>	<u>64,164,500</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<u>8,451,758</u>	<u>-</u>	<u>8,451,758</u>

## ROAD &amp; DRAINAGE

FUND NUMBER: 112

Description	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
<b>FUND BALANCE</b>	<b>14,021,250</b>	<b>4,617,256</b>	<b>18,638,506</b>
<b>REVENUES:</b>			
Ad Valorem Taxes	6,321,000	-	6,321,000
General Sales Tax - 1%	20,528,254	-	20,528,254
Disaster Relief - Federal	-	577,718	577,718
FEMA Hazard Mitigation Grants	1,389,490	-	1,389,490
Federal Highway Admin	973,750	486,097	1,459,847
Conservation of Natural Resources	100,000	-	100,000
Flood Control Act	4,000	-	4,000
State Payment in Lieu of Taxes	45,000	-	45,000
Culvert Fees	2,250	-	2,250
Miscellaneous Fees	3,000	-	3,000
Interest Earnings	74,000	-	74,000
Compensation of Loss of Assets	1,441	-	1,441
<b>TOTAL REVENUES</b>	<b>29,442,185</b>	<b>1,063,815</b>	<b>30,506,000</b>
<b>TOTAL MEANS OF FINANCING</b>	<b>43,463,435</b>	<b>5,681,071</b>	<b>49,144,506</b>
<b>EXPENDITURES:</b>			
PERSONAL SERVICES	11,917,425	-	11,917,425
OPERATING SERVICES	3,941,695	-	3,941,695
MATERIALS & SUPPLIES	4,347,230	-	4,347,230
OTHER CHARGES	70,500	-	70,500
CAPITAL OUTLAY	16,016,548	5,681,071	21,697,619
INTERGOVERNMENTAL	432,092	-	432,092
TRANSFERS	350,000	-	350,000
<b>TOTAL EXPENDITURES</b>	<b>37,075,490</b>	<b>5,681,071</b>	<b>42,756,561</b>
<b>EXCESS (DEFICIENCY) OF CURRENT REVENUES OVER EXPENDITURES</b>	<b>(7,633,305)</b>	<b>(4,617,256)</b>	<b>(12,250,561)</b>
<b>EXCESS (DEFICIENCY) OF MEANS OF FINANCING OVER EXPENDITURES</b>	<b>6,387,945</b>	<b>-</b>	<b>6,387,945</b>

**FLOOD CONTROL**  
**FLOOD CONTROL**  
**ACCOUNT NUMBER: 112-410740**

Description	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
<b>EXPENDITURES:</b>			
OPERATING SERVICES	227,210	-	227,210
MATERIALS & SUPPLIES	211,950	-	211,950
CAPITAL OUTLAY	24,000	-	24,000
<b>TOTAL EXPENDITURES</b>	<b>463,160</b>	<b>-</b>	<b>463,160</b>

**ROAD & DRAINAGE**  
**FLOOD CONTROL**  
**FUND NUMBER: 112**  
**NARRATIVE EXPLANATION OF CAPITAL OUTLAY**  
**FOR REQUESTED YEAR 2013**

<u>CAPITAL OUTLAY:</u>	<u>AMOUNT</u>	<u>DETAILED DESCRIPTION</u>	<u>Sub-total</u>
Buildings, Grounds, General Plant	\$ 24,000	Two (2) sandbagging machines @ \$12,000 each	

**Grand Total Requested:**

\$ 24,000
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**ROAD & DRAINAGE**  
**PAVED STREETS**  
**ACCOUNT NUMBER: 112-420210**

Description	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
<b>EXPENDITURES:</b>			
PERSONAL SERVICES	4,536,700	-	4,536,700
OPERATING SERVICES	853,355	-	853,355
MATERIALS & SUPPLIES	1,583,605	-	1,583,605
OTHER CHARGES	21,500	-	21,500
<b>CAPITAL OUTLAY:</b>			
Paved Sts - Imp other than Buildings	1,230,000	395,126	1,625,126
Paved Sts - Acquisition of Vehicles	47,000	-	47,000
Paved Sts - Buildings/Grounds/Plant	115,000	-	115,000
Paved Sts - Heavy Movable Equipment	270,000	-	270,000
Paved Sts - Office Equipment	47,500	-	47,500
Paved Sts - Major Repairs	50,000	-	50,000
Paved Sts - Architectural/Engineering	294,220	162,351	456,571
Paved Sts - Other Fees	140,000	34,810	174,810
<b>TOTAL CAPITAL OUTLAY</b>	<b>2,193,720</b>	<b>592,287</b>	<b>2,786,007</b>
INTERGOVERNMENTAL	340,666	-	340,666
TRANSFERS	350,000	-	350,000
<b>TOTAL EXPENDITURES</b>	<b>9,879,546</b>	<b>592,287</b>	<b>10,471,833</b>

**ROAD & DRAINAGE**  
**PAVED STREETS**  
**FUND NUMBER: 112**  
**NARRATIVE EXPLANATION OF CAPITAL OUTLAY**  
**FOR REQUESTED YEAR 2013**

<b>CAPITAL OUTLAY:</b>	<b>AMOUNT</b>	<b>DETAILED DESCRIPTION</b>	<b>Sub-total</b>
Improvements other than Buildings	\$ 1,625,126	2012 Road Maintenance Contract 2013 Road Maintenance Contract Barriers (Preston Hollow) Spillway Road Traffic Calming Solutions	25,126 900,000 40,000 500,000 160,000
Acquisition of Vehicles	\$ 47,000	Two (2) 4door Pickups for Grasseutters (w/ toolboxes) to replace: Unit# 134 (2002 Ford pick-up with 161,904 miles) Unit# 139 (2002 Ford pick-up with 185,844 miles)	
Buildings, Grounds, General Plant	\$ 115,000	Two (2) Exmark Mowers (\$8,500 each) Four (4) Post Service Racks for Eastbank Shop Vibratory Asphalt Roller	17,000 18,000 80,000
Heavy Moveable Equipment	\$ 270,000	Two (2) 8-yr Dump Trucks (\$80,000 each) Sweeper for Skid Loader 33,000 Pound Excavator	160,000 10,000 100,000
Office Equipment	\$ 47,500	Replacement for Copy Machine Replacement for Server Customized Software Databases	10,000 12,500 25,000
Major Repairs	\$ 50,000	Major Repairs to Capitalize	
Architectural/Engineering Fees	\$ 456,571	2012 Road Maintenance Program 2013 Road Maintenance Program Spillway Road	137,351 269,220 50,000
Other Fees	\$ 174,810	2012 Road Maintenance Program 2013 Road Maintenance Program	140,000 34,810
<b>Grand Total Requested:</b>	<b>\$ 2,786,007</b>		

**ROAD & DRAINAGE  
SIDEWALKS & CROSSWALKS  
ACCOUNT NUMBER: 112-420230**

Description	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
<b>EXPENDITURES:</b>			
<b>CAPITAL OUTLAY:</b>			
Sidewalks - Imp other than Buildings	1,025,000	585,257	1,610,257
Sidewalks - Architectural/Engineering	125,000	99,770	224,770
Sidewalks - Other Fees	82,000	277,293	359,293
<b>TOTAL CAPITAL OUTLAY</b>	<b>1,232,000</b>	<b>962,320</b>	<b>2,194,320</b>
<b>TOTAL EXPENDITURES</b>	<b>1,232,000</b>	<b>962,320</b>	<b>2,194,320</b>

**ROAD & DRAINAGE**  
**SIDEWALKS & CROSSWALKS**  
**FUND NUMBER: 112**  
**NARRATIVE EXPLANATION OF CAPITAL OUTLAY**  
**FOR REQUESTED YEAR 2013**

<b>CAPITAL OUTLAY:</b>	<b>AMOUNT</b>	<b>DETAILED DESCRIPTION</b>	<b>Sub-total</b>
Improvements other than Buildings	\$ 1,610,257	Eastbank Bicycle & Pedestrian Path (Phase VI)	1,025,000
		Eastbank Bicycle & Pedestrian Path (Phase V)	225,728
		Eastbank Bicycle & Pedestrian Path (Phase IV)	359,529
Architectural/Engineering Fees	\$ 224,770	Fees for Bicycle & Pedestrian Paths	125,000
		Bicycle & Pedestrian Path	66,415
		Norco (Fifth Street) Sidewalks	33,355
Other Fees	\$ 359,293	Fees for Bicycle & Pedestrian Paths	82,000
		Bicycle & Pedestrian Path	227,293
		Norco (Fifth Street) Sidewalks	50,000

**Grand Total Requested:**

<b>\$ 2,194,320</b>
---------------------

**ROAD & DRAINAGE**  
**DRAINAGE**  
**ACCOUNT NUMBER: 112-420260**

Description	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
<b>EXPENDITURES:</b>			
<b>PERSONAL SERVICES</b>	7,380,725	-	7,380,725
<b>OPERATING SERVICES:</b>	2,861,130	-	2,861,130
<b>MATERIALS &amp; SUPPLIES:</b>	2,551,675	-	2,551,675
<b>OTHER CHARGES:</b>	49,000	-	49,000
<b>CAPITAL OUTLAY:</b>			
Drainage - Acquisition of Land	200,000	274,962	474,962
Drainage - Acquisition of Buildings	95,000	-	95,000
Drainage - Improvements other than Bldgs	7,389,487	3,662,172	11,051,659
Drainage - Acquisition of Vehicles	20,000	-	20,000
Drainage - Buildings/Grounds/Plant	959,000	-	959,000
Drainage - Heavy Movable Equipment	481,000	-	481,000
Drainage - Office Equipment	146,000	-	146,000
Drainage - Major Repairs	736,000	-	736,000
Drainage - Architectural/Engineering Fees	2,040,341	161,674	2,202,015
Drainage - Other Fees	500,000	27,656	527,656
<b>TOTAL CAPITAL OUTLAY</b>	<b>12,566,828</b>	<b>4,126,464</b>	<b>16,693,292</b>
<b>INTERGOVERNMENTAL:</b>	91,426	-	91,426
<b>TOTAL EXPENDITURES</b>	<b>25,500,784</b>	<b>4,126,464</b>	<b>29,627,248</b>

## ROAD &amp; DRAINAGE

## DRAINAGE

## FUND NUMBER: 112

NARRATIVE EXPLANATION OF CAPITAL OUTLAY  
FOR REQUESTED YEAR 2013

CAPITAL OUTLAY:	AMOUNT	DETAILED DESCRIPTION	Sub-total
Acquisition of Land	\$ 474,962	Canal A & Dunleith Intersection	200,000
		Dunleith/Oaklawn Pump Station Upgrade	274,962
Acquisition of Building	\$ 95,000	40-ft Randolph Season Container Building	10,000
		Storage Building for Gen Set for Sellers Canal	15,000
		Storage Building for Westbank Hesco Basket	35,000
		Storage Building for Eastbank Sandbags	35,000
Improvements other than Buildings	\$ 11,051,659	Canal Crossing Improvements - #10 Canal	647,401
		Canal Crossing Improvements - Primrose, Monsanto, Oak, River Oak	1,516,038
		Canal Crossing Improvements - Willowdale, Beaupre	247,251
		Carriage Lane Emergency	74,318
		Coronado Drainage Improvements & Pump Station #1	1,177,164
		Cortez Pump Station Upgrade	500,000
		Cousin's Pump Station Upgrade	350,000
		Destrehan/Murray Hill (Canal A) Drainage Improvements	300,000
		Fairfield/Oaklawn Pump Station Upgrade	200,000
		Lagatutta Drainage Improvements	1,000,000
		Major Canal Bank Stabilization - Dunleith Sheetpile Phase IV	1,200,000
		Mimosa Lane Culvert Replacement	289,487
		Montz Master Drainage Plan - Realign Coulee	250,000
		Phase III Ellington Pump Station	1,900,000
		Pump Station Upgrades (Motors, Generators, & other High Cost items)	200,000
		Randolph Pump Station - Bar Screens	1,200,000
		Acquisition of Vehicles	\$ 20,000
Buildings/Grounds/Equipment	\$ 959,000	Davis Diversion - One (1) Torro Z Master 72in-cut mower	16,000
		Four (4) Flap gates for George Cousin's Pump Station	32,000
		Generator Set for Coronado #1	60,000
		Grass Buckey for 5-ft Excavator	5,000
		New Generator at Mimosa Pump Station	80,000
		New Diesel Engine at Schexnayder Pump Station	70,000
		New Diesel Engine at Tippy Pump Station	70,000
		Electric Motor Replacement at Randolph Pump Station	58,000
		Sandbagging Machine (w/ autofill closing & conveyance system)	150,000
		Two (2) New Pumps at Eighty Arpent Pump Station	260,000
		Electric Motor Replacement at Walker Pump Station	58,000
		Lakewood Sump Pump	100,000
Heavy Moveable Equipment	\$ 481,000	Davis Diversion - One (1) 84in Bobcat Grader	6,000
		30-ton Boom Truck (to replace Unit# 177 - 93 Ford Crane w/ 23,555 t	350,000
		Marsh Master II	125,000

CONTINUED

CAPITAL (Cont.)

Prepared: 04/08/2013  
Finance Dept.

## ROAD & DRAINAGE

### DRAINAGE

**FUND NUMBER: 112**

NARRATIVE EXPLANATION OF CAPITAL OUTLAY  
FOR REQUESTED YEAR 2013

CAPITAL OUTLAY:	AMOUNT	DETAILED DESCRIPTION	Sub-total
Office Equipment	\$ 146,000	Server Replacement	12,500
		Surveillance System	33,000
		Times Two Filing System	55,000
		GIS Equipment	18,000
		(60% Cost Share; Shared with Info IT; P&Z; and Waterworks)	
		Technology Software (Inv. Tracking, Webex, Archiving)	12,000
		(60% Cost Share; Shared with Info IT; P&Z; and Waterworks)	
		Pictometry Aerials	15,500
		(60% Cost Share; Shared with Info IT; P&Z; and Waterworks)	
		Major Repairs	\$ 736,000
Repair Two (2) 871 Detroit Diesel Engines (Ama & Tippy)	90,000		
Rebuild Two (2) 48in Pumps at Cousin's Pump Station	96,000		
Arch/Engineering Fees	\$ 2,202,015	Cortez Pump Station upgrade	102,600
		Canal Crossing Improvements - Willowdale, Beaupre	42,760
		Carriage Lane Emergency	57,940
		Coronado Pump Station #2 Upgrade	60,974
		Cousin's Pump Station Repairs	77,035
		Destrehan/Murray Hill (Canal A) Drainage Improvements	64,440
		Lagatutta Drainage Improvements	195,300
		Lakewood Sump Pump	23,630
		Major Canal Bank Stabilization - Dunleith Sheetpile Phase IV	232,440
		Mimosa Lane Culvert Replacement	22,881
		Montz Master Drainage Plan - Realign Coulee	54,575
		MS4 Stormwater Program Compliance	35,000
		Randolph Pump Station - Bar Screens	232,440
		Westbank Levee & Urban Stormwater Study (USACOE)	1,000,000
		Other Fees	\$ 527,656
Cousin's Pump Station Repairs	35,000		
Destrehan/Murray Hill (Canal A) Drainage Improvements	30,000		
Hahn Street Subsurface Improvements	6,550		
Lagatutta Drainage Improvements	100,000		
Lakewood Sump Pump	10,000		
Major Canal Bank Stabilization - Dunleith Sheetpile Phase IV	120,000		
Mimosa Lane Culvert Replacement	10,000		
Montz Master Drainage Plan - Improv to KCS Canal	11,106		
Montz Master Drainage Plan - Realign Coulee	25,000		
Randolph Pump Station - Bar Screens	130,000		

**Grand Total Requested:** \$ 16,693,292

**2013-0134**

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF FINANCE)**

**ORDINANCE NO.** \_\_\_\_\_

An ordinance to amend the 2013 Consolidated Operating and Capital Budget, Amendment No. 4, to add from the 2012 unexpended Roads and Drainage Fund Balance, construction, architectural/engineering, and other fees for Fund 112 – Roads and Drainage for various parish projects that were not completed in 2012.

**WHEREAS,** the 2013 St. Charles Parish Consolidated Operating and Capital Budget was adopted November 5, 2012 by Ordinance No. 12-11-1, and amended January 8, 2013 by Executive Order No. 13-01, and January 29, 2013 by Executive Order No. 13-02, March 11, 2013 by Ordinance No. 13-3-8, April 8, 2013 by Ordinance TBA, April 22, 2013 by Ordinance TBA; and,

**WHEREAS,** the Parish Council has taken under consideration the study of Amendment No. 4 to the St. Charles Parish Consolidated Operating and Capital Budget for fiscal year 2013 to add from the 2012 Unexpended Fund Balance, construction, architectural/engineering and other fees for: Fund 112 – Roads and Drainage – Drainage, Account No. 112-420260, in the amount of \$14,523,621.00 as well as to add \$87,715 of Grant Revenues; Fund 112 – Roads and Drainage – Paved Streets, Account No. 112-420210 in the amount of \$197,636; and Fund 112 – Roads and Drainage – Sidewalks, Account No. 112-420230 in the amount of \$834,033, all of which are for the projects as shown by the Revision Schedule.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That in accordance with the provisions of Article V, Sections D, E, and F of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.), the St. Charles Parish Council does hereby amend the 2013 St. Charles Parish Consolidated Operating and Capital Budget, as amended, as per "Exhibit A".

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

# ST. CHARLES PARISH GOVERNMENTAL FUNDS

## CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT FISCAL YEAR ENDING DECEMBER 31, 2013

Description	Current Year				Upcoming Year		
	Original Budget	Last Adopted Budget	Actual Year-to-Date (as of June 30th)	Estimate Remaining for Year	Projected Actual Year End	Proposed Budget	% Change Projected Actual vs Proposed
<b>BEGINNING FUND BALANCE</b>	<b>56,945,698</b>	<b>73,643,292</b>			<b>80,138,562</b>	<b>89,209,715</b>	
Prior Period Adjustment							
<b>FUND BALANCE - RESTATED</b>	<b>56,945,698</b>	<b>73,643,292</b>			<b>80,138,562</b>	<b>89,209,715</b>	
CURRENT YEAR REVENUES & OTHER FINANCING SOURCES	96,544,890	102,934,311	47,980,061	54,252,003	102,232,064	114,870,006	-0.68%
<b>TOTAL MEANS OF FINANCING</b>	<b>153,490,588</b>	<b>176,577,603</b>			<b>182,370,626</b>	<b>204,079,721</b>	
<b>EXPENDITURES &amp; OTHER FINANCING USES:</b>							
PERSONAL SERVICES	28,559,510	28,559,510	12,135,231	14,919,342	27,054,573	31,373,421	-5.27%
OPERATING SERVICES	13,807,806	13,515,312	4,363,032	9,850,195	14,213,227	15,539,949	5.16%
MATERIALS & SUPPLIES	5,291,692	5,292,312	2,028,510	3,488,998	5,517,508	6,063,818	4.26%
OTHER CHARGES	789,736	785,886	212,658	519,219	731,877	781,836	-6.87%
DEBT SERVICE	3,788,617	3,788,617	2,957,953	644,814	3,602,767	3,497,504	-4.91%
CAPITAL OUTLAY	52,772,226	76,821,245	9,118,360	17,717,345	26,835,705	87,199,596	-65.07%
INTERGOVERNMENTAL	8,539,913	8,539,913	5,982,127	3,384,016	9,366,143	9,058,989	9.67%
TRANSFERS	17,701,314	17,701,314	772,514	5,066,597	5,839,111	24,663,340	-67.01%
<b>TOTAL</b>	<b>131,250,814</b>	<b>155,004,109</b>	<b>37,570,385</b>	<b>55,590,526</b>	<b>93,160,911</b>	<b>178,178,453</b>	
<b>NET CHANGE IN CURRENT REVENUES &amp; OTHER SOURCES OVER EXPENDITURES &amp; OTHER USES</b>	<b>(34,705,924)</b>	<b>(52,069,798)</b>			<b>9,071,153</b>	<b>(63,308,447)</b>	
<b>ENDING FUND BALANCE</b>	<b>22,239,774</b>	<b>21,573,494</b>			<b>89,209,715</b>	<b>25,901,268</b>	

**ST. CHARLES PARISH  
GOVERNMENTAL FUNDS**

**CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT  
FISCAL YEAR ENDING DECEMBER 31, 2013**

Description	Current Year				Upcoming Year	
	Original Budget	Last Adopted Budget	Actual Year-to-Date (as of June 30th)	Estimate Remaining for Year	Proposed Budget	% Change Projected Actual vs Proposed
<b>BEGINNING FUND BALANCE</b>	<b>56,945,698</b>	<b>73,643,292</b>			<b>89,209,715</b>	
Prior Period Adjustment						
<b>FUND BALANCE - RESTATED</b>	<b>56,945,698</b>	<b>73,643,292</b>			<b>89,209,715</b>	
CURRENT YEAR REVENUES & OTHER FINANCING SOURCES	96,544,890	102,934,311	47,980,061	54,252,003	116,382,006	13.84%
<b>TOTAL MEANS OF FINANCING</b>	<b>153,490,588</b>	<b>176,577,603</b>			<b>205,591,721</b>	
<b>EXPENDITURES &amp; OTHER FINANCING USES:</b>						
PERSONAL SERVICES	28,559,510	28,559,510	12,135,231	14,919,342	31,373,421	15.96%
OPERATING SERVICES	13,807,806	13,515,312	4,363,032	9,850,195	15,539,949	9.33%
MATERIALS & SUPPLIES	5,291,692	5,292,312	2,028,510	3,488,998	6,063,818	9.90%
OTHER CHARGES	789,736	785,886	212,658	519,219	781,836	6.83%
DEBT SERVICE	3,788,617	3,788,617	2,957,953	644,814	3,497,504	-2.92%
CAPITAL OUTLAY	52,772,226	76,821,245	9,118,360	17,717,345	88,711,596	230.57%
INTERGOVERNMENTAL	8,539,913	8,539,913	5,982,127	3,384,016	9,058,989	-3.28%
TRANSFERS	17,701,314	17,701,314	772,514	5,066,597	26,175,340	348.28%
<b>TOTAL</b>	<b>131,250,814</b>	<b>155,004,109</b>	<b>37,570,385</b>	<b>55,590,526</b>	<b>181,202,453</b>	
<b>NET CHANGE IN CURRENT REVENUES &amp; OTHER SOURCES OVER EXPENDITURES &amp; OTHER USES</b>	<b>(34,705,924)</b>	<b>(52,069,798)</b>			<b>(64,820,447)</b>	
<b>ENDING FUND BALANCE</b>	<b>22,239,774</b>	<b>21,573,494</b>			<b>89,209,715</b>	

**ST. CHARLES PARISH**  
**2012 CONSOLIDATED OPERATING AND CAPITAL BUDGET**  
 April 8, 2013  
**REVISION SCHEDULE SUMMARY**  
**CONSOLIDATED BUDGET SUMMARY**

	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
BEGINNING FUND BALANCE	73,349,939	15,859,776	89,209,715
REVENUE	114,782,291	87,715	114,870,006
TOTAL MEANS OF FINANCING	<u>188,132,230</u>	<u>15,947,491</u>	<u>204,079,721</u>
<b>EXPENDITURES:</b>			
PERSONAL SERVICES	31,373,421	-	31,373,421
OPERATING SERVICES	15,539,949	-	15,539,949
MATERIALS & SUPPLIES	6,063,818	-	6,063,818
OTHER CHARGES	781,836	-	781,836
DEBT SERVICE	3,497,504	-	3,497,504
CAPITAL OUTLAY	71,644,306	15,555,290	87,199,596
INTERGOVERNMENTAL	9,058,989	-	9,058,989
TRANSFERS	<u>24,663,340</u>	<u>-</u>	<u>24,663,340</u>
TOTAL EXPENDITURES	<u>162,623,163</u>	<u>15,555,290</u>	<u>178,178,453</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>25,509,067</u>	<u>392,201</u>	<u>25,901,268</u>

**ST. CHARLES PARISH**  
**2012 CONSOLIDATED OPERATING AND CAPITAL BUDGET**  
 April 8, 2013  
**REVISION SCHEDULE SUMMARY**  
**SPECIAL REVENUE FUNDS**

	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
<b>BEGINNING FUND BALANCE</b>	<u>22,664,914</u>	<u>15,859,776</u>	<u>38,524,690</u>
REVENUES	<u>48,887,529</u>	<u>87,715</u>	<u>48,975,244</u>
<b>TOTAL MEANS OF FINANCING</b>	<u>71,552,443</u>	<u>15,947,491</u>	<u>87,499,934</u>
<b>EXPENDITURES:</b>			
PERSONAL SERVICES	15,679,325	-	15,679,325
OPERATING SERVICES	7,780,050	-	7,780,050
MATERIALS & SUPPLIES	5,019,212	-	5,019,212
OTHER CHARGES	164,775	-	164,775
CAPITAL OUTLAY	21,154,921	15,555,290	36,710,211
INTERGOVERNMENTAL	6,490,056	-	6,490,056
TRANSFERS	<u>2,195,090</u>	<u>-</u>	<u>2,195,090</u>
<b>TOTAL EXPENDITURES</b>	<u>58,483,429</u>	<u>15,555,290</u>	<u>74,038,719</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<u>13,069,014</u>	<u>392,201</u>	<u>13,461,215</u>

## ROAD &amp; DRAINAGE

FUND NUMBER: 112

Description	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
<b>FUND BALANCE</b>	<b>18,638,506</b>	<b>15,859,776</b>	<b>34,498,282</b>
<b>REVENUES:</b>			
Ad Valorem Taxes	6,321,000	-	6,321,000
General Sales Tax - 1%	20,528,254	-	20,528,254
Disaster Relief - Federal	577,718	-	577,718
FEMA Hazard Mitigation Grants	1,389,490	-	1,389,490
Federal Highway Admin	1,459,847	-	1,459,847
Conservation of Natural Resources	100,000	-	100,000
Flood Control Act	4,000	-	4,000
Dept. of Transportation Grant	-	87,715	87,715
State Payment in Lieu of Taxes	45,000	-	45,000
Culvert Fees	2,250	-	2,250
Miscellaneous Fees	3,000	-	3,000
Interest Earnings	74,000	-	74,000
Compensation of Loss of Assets	1,441	-	1,441
<b>TOTAL REVENUES</b>	<b>30,506,000</b>	<b>87,715</b>	<b>30,593,715</b>
<b>TOTAL MEANS OF FINANCING</b>	<b>49,144,506</b>	<b>15,947,491</b>	<b>65,091,997</b>
<b>EXPENDITURES:</b>			
PERSONAL SERVICES	11,917,425	-	11,917,425
OPERATING SERVICES	3,941,695	-	3,941,695
MATERIALS & SUPPLIES	4,347,230	-	4,347,230
OTHER CHARGES	70,500	-	70,500
CAPITAL OUTLAY	21,697,619	15,555,290	37,252,909
INTERGOVERNMENTAL	432,092	-	432,092
TRANSFERS	350,000	-	350,000
<b>TOTAL EXPENDITURES</b>	<b>42,756,561</b>	<b>15,555,290</b>	<b>58,311,851</b>
<b>EXCESS (DEFICIENCY) OF CURRENT REVENUES OVER EXPENDITURES</b>	<b>(12,250,561)</b>	<b>(15,467,575)</b>	<b>(27,718,136)</b>
<b>EXCESS (DEFICIENCY) OF MEANS OF FINANCING OVER EXPENDITURES</b>	<b>6,387,945</b>	<b>392,201</b>	<b>6,780,146</b>

**FLOOD CONTROL**  
**FLOOD CONTROL**  
**ACCOUNT NUMBER: 112-410740**

Description	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
<b>EXPENDITURES:</b>			
<b>OPERATING SERVICES</b>	227,210	-	227,210
<b>MATERIALS &amp; SUPPLIES</b>	211,950	-	211,950
<b>CAPITAL OUTLAY</b>	24,000	-	24,000
<b>TOTAL EXPENDITURES</b>	<u>463,160</u>	<u>-</u>	<u>463,160</u>

**ROAD & DRAINAGE**  
**FLOOD CONTROL**  
**FUND NUMBER: 112**  
**NARRATIVE EXPLANATION OF CAPITAL OUTLAY**  
**FOR REQUESTED YEAR 2013**

<u>CAPITAL OUTLAY:</u>	<u>AMOUNT</u>	<u>DETAILED DESCRIPTION</u>	<u>Sub-total</u>
Buildings, Grounds, General Plant	\$ 24,000	Two (2) sandbagging machines @ \$12,000 each	

Grand Total Requested:

\$ 24,000
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**ROAD & DRAINAGE**  
**PAVED STREETS**  
**ACCOUNT NUMBER: 112-420210**

Description	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
<b>EXPENDITURES:</b>			
<b>PERSONAL SERVICES</b>	4,536,700	-	4,536,700
<b>OPERATING SERVICES</b>	853,355	-	853,355
<b>MATERIALS &amp; SUPPLIES</b>	1,583,605	-	1,583,605
<b>OTHER CHARGES</b>	21,500	-	21,500
<b>CAPITAL OUTLAY:</b>			
Paved Sts - Imp other than Buildings	1,625,126	197,636	1,822,762
Paved Sts - Acquisition of Vehicles	47,000	-	47,000
Paved Sts - Buildings/Grounds/Plant	115,000	-	115,000
Paved Sts - Heavy Movable Equipment	270,000	-	270,000
Paved Sts - Office Equipment	47,500	-	47,500
Paved Sts - Major Repairs	50,000	-	50,000
Paved Sts - Architectural/Engineering	456,571	-	456,571
Paved Sts - Other Fees	174,810	-	174,810
<b>TOTAL CAPITAL OUTLAY</b>	<b>2,786,007</b>	<b>197,636</b>	<b>2,983,643</b>
<b>INTERGOVERNMENTAL</b>	340,666	-	340,666
<b>TRANSFERS</b>	350,000	-	350,000
<b>TOTAL EXPENDITURES</b>	<b>10,471,833</b>	<b>197,636</b>	<b>10,669,469</b>

**ROAD & DRAINAGE**  
**PAVED STREETS**  
**FUND NUMBER: 112**  
**NARRATIVE EXPLANATION OF CAPITAL OUTLAY**  
**FOR REQUESTED YEAR 2013**

CAPITAL OUTLAY:	AMOUNT	DETAILED DESCRIPTION	Sub-total
Improvements other than Buildings	\$ 1,822,762	2012 Road Maintenance Contract	182,762
		2013 Road Maintenance Contract	900,000
		Barriers (Preston Hollow)	80,000
		Spillway Road	500,000
		Traffic Calming Solutions	160,000
Acquisition of Vehicles	\$ 47,000	Two (2) 4door Pickups for Grasscutters (w/ toolboxes) to replace: Unit# 134 (2002 Ford pick-up with 161,904 miles) Unit# 139 (2002 Ford pick-up with 185,844 miles)	
Buildings, Grounds, General Plant	\$ 115,000	Two (2) Exmark Mowers (\$8,500 each)	17,000
		Four (4) Post Service Racks for Eastbank Shop	18,000
		Vibratory Asphalt Roller	80,000
Heavy Moveable Equipment	\$ 270,000	Two (2) 8-yr Dump Trucks (\$80,000 each)	160,000
		Sweeper for Skid Loader	10,000
		33,000 Pound Excavator	100,000
Office Equipment	\$ 47,500	Replacement for Copy Machine	10,000
		Replacement for Server	12,500
		Customized Software Databases	25,000
Major Repairs	\$ 50,000	Major Repairs to Capitalize	
Architectural/Engineering Fees	\$ 456,571	2012 Road Maintenance Program	137,351
		2013 Road Maintenance Program	269,220
		Spillway Road	50,000
Other Fees	\$ 174,810	2012 Road Maintenance Program	140,000
		2013 Road Maintenance Program	34,810
<b>Grand Total Requested:</b>	<b>\$ 2,983,643</b>		

**ROAD & DRAINAGE  
SIDEWALKS & CROSSWALKS  
ACCOUNT NUMBER: 112-420230**

Description	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
<b>EXPENDITURES:</b>			
<b>CAPITAL OUTLAY:</b>			
Sidewalks - Imp other than Buildings	1,610,257	834,033	2,444,290
Sidewalks - Architectural/Engineering	224,770	-	224,770
Sidewalks - Other Fees	359,293	-	359,293
<b>TOTAL CAPITAL OUTLAY</b>	<b>2,194,320</b>	<b>834,033</b>	<b>3,028,353</b>
 <b>TOTAL EXPENDITURES</b>	 <b>2,194,320</b>	 <b>834,033</b>	 <b>3,028,353</b>

**ROAD & DRAINAGE**  
**SIDEWALKS & CROSSWALKS**  
**FUND NUMBER: 112**  
**NARRATIVE EXPLANATION OF CAPITAL OUTLAY**  
**FOR REQUESTED YEAR 2013**

<b>CAPITAL OUTLAY:</b>	<b>AMOUNT</b>	<b>DETAILED DESCRIPTION</b>	<b>Sub-total</b>
Improvements other than Buildings	\$ 2,444,290	Eastbank Bicycle & Pedestrian Path (Phase VI)	1,025,000
		Eastbank Bicycle & Pedestrian Path (Phase V)	335,366
		Eastbank Bicycle & Pedestrian Path (Phase IV)	359,529
		Westbank Bicycle & Pedestrian Path (Phase III)	224,395
		Norco (Fifth Street) Sidewalks	500,000
Architectural/Engineering Fees	\$ 224,770	Fees for Bicycle & Pedestrian Paths	125,000
		Bicycle & Pedestrian Path	66,415
		Norco (Fifth Street) Sidewalks	33,355
Other Fees	\$ 359,293	Fees for Bicycle & Pedestrian Paths	82,000
		Bicycle & Pedestrian Path	227,293
		Norco (Fifth Street) Sidewalks	50,000

**Grand Total Requested:**

<b>\$ 3,028,353</b>
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**ROAD & DRAINAGE**  
**DRAINAGE**  
**ACCOUNT NUMBER: 112-420260**

Description	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
<b>EXPENDITURES:</b>			
<b>PERSONAL SERVICES</b>	7,380,725	-	7,380,725
<b>OPERATING SERVICES:</b>	2,861,130	-	2,861,130
<b>MATERIALS &amp; SUPPLIES:</b>	2,551,675	-	2,551,675
<b>OTHER CHARGES:</b>	49,000	-	49,000
<b>CAPITAL OUTLAY:</b>			
Drainage - Acquisition of Land	474,962	720,300	1,195,262
Drainage - Acquisition of Buildings	95,000	-	95,000
Drainage - Improvements other than Bldgs	11,051,659	8,438,710	19,490,369
Drainage - Acquisition of Vehicles	20,000	-	20,000
Drainage - Buildings/Grounds/Plant	959,000	-	959,000
Drainage - Heavy Movable Equipment	481,000	-	481,000
Drainage - Office Equipment	146,000	92,332	238,332
Drainage - Major Repairs	736,000	-	736,000
Drainage - Architectural/Engineering Fees	2,202,015	3,549,895	5,751,910
Drainage - Other Fees	527,656	1,722,384	2,250,040
<b>TOTAL CAPITAL OUTLAY</b>	<b>16,693,292</b>	<b>14,523,621</b>	<b>31,216,913</b>
<b>INTERGOVERNMENTAL:</b>	91,426	-	91,426
<b>TOTAL EXPENDITURES</b>	<b>29,627,248</b>	<b>14,523,621</b>	<b>44,150,869</b>

## ROAD &amp; DRAINAGE

## DRAINAGE

FUND NUMBER: 112

NARRATIVE EXPLANATION OF CAPITAL OUTLAY  
FOR REQUESTED YEAR 2013

CAPITAL OUTLAY:	AMOUNT	DETAILED DESCRIPTION	Sub-total
Acquisition of Land	\$ 1,195,262	Canal A & Dunleith Intersection	200,000
		Dunleith/Oaklawn Pump Station Upgrade	274,962
		Hahn Street Drainage Improvements	400,000
		Montz Master Drainage Plan - Realign Coulee	320,300
Acquisition of Building	\$ 95,000	40-ft Randolph Season Container Building	10,000
		Storage Building for Gen Set for Sellers Canal	15,000
		Storage Building for Westbank Hesco Basket	35,000
		Storage Building for Eastbank Sandbags	35,000
Improvements other than Buildings	\$ 19,490,369	Canal Crossing Improvements - #10 Canal	647,401
		Canal Crossing Improvements - Primrose, Monsanto, Oak, River Oak	1,516,038
		Canal Crossing Improvements - Willowdale, Beaupre	247,251
		Carriage Lane Emergency	74,318
		Coronado Drainage Improvements & Pump Station #1	1,177,164
		Cortez Pump Station Upgrade	500,000
		Cousin's Pump Station Upgrade	350,000
		Destrehan/Murray Hill (Canal A) Drainage Improvements	300,000
		Fairfield/Oaklawn Pump Station Upgrade	886,000
		Hahn Street Subsurface Improvements	204,200
		Lagatutta Drainage Improvements	1,000,000
		Major Canal Bank Stabilization - Dunleith Sheetpile Phase III	1,150,000
		Major Canal Bank Stabilization - Dunleith Sheetpile Phase IV	1,200,000
		Mimosa Drainage Improvements	800,000
		Mimosa Lane Culvert Replacement	289,487
		Montz Master Drainage Plan - Realign Coulee	770,000
		Montz Master Drainage Plan - Improv to KCS Canal	678,510
		Montz Master Drainage Plan - Rep 48" to 6" Culvert at Coulee	700,000
		Ormond Drainage Structure	200,000
		Phase III Ellington Pump Station	1,900,000
		Pump Station Upgrades (Motors, Generators, & other High Cost items)	200,000
		Randolph Pump Station - Bar Screens	1,200,000
		Riverbend Drainage Improvements	1,000,000
		Riverbend Jack and Bore	500,000
		Willowridge Pump Station	2,000,000
		Acquisition of Vehicles	\$ 20,000

CONTINUED

CAPITAL (Cont.)

Prepared: 04/08/2013  
Finance Dept.

## ROAD & DRAINAGE

### DRAINAGE

FUND NUMBER: 112

NARRATIVE EXPLANATION OF CAPITAL OUTLAY  
FOR REQUESTED YEAR 2013

CAPITAL OUTLAY:	AMOUNT	DETAILED DESCRIPTION	Sub-total
Buildings/Grounds/Equipment	\$ 959,000	Davis Diversion - One (1) Toro Z Master 72in-cut mower	16,000
		Four (4) Flap gates for George Cousin's Pump Station	32,000
		Generator Set for Coronado #1	60,000
		Grass Buckey for 5-ft Excavator	5,000
		New Generator at Mimosa Pump Station	80,000
		New Diesel Engine at Schexnayder Pump Station	70,000
		New Diesel Engine at Tippy Pump Station	70,000
		Electric Motor Replacement at Randolph Pump Station	58,000
		Sandbagging Machine (w/ autofill closing & conveyance system)	150,000
		Two (2) New Pumps at Eighty Arpent Pump Station	260,000
		Electric Motor Replacement at Walker Pump Station	58,000
		Lakewood Sump Pump	100,000
Heavy Moveable Equipment	\$ 481,000	Davis Diversion - One (1) 84in Bobcat Grader	6,000
		30-ton Boom Truck (to replace Unit# 177 - 93 Ford Crane w/ 23,555 lbs)	350,000
		Marsh Master II	125,000
Office Equipment	\$ 238,332	Server Replacement	12,500
		Surveillance System	33,000
		Times Two Filing System	55,000
		Traffic Message Boards (Grant)	92,332
		GIS Equipment	18,000
		(60% Cost Share; Shared with Info IT; P&Z; and Waterworks)	
		Technology Software (Inv. Tracking, Webex, Archiving)	12,000
		(60% Cost Share; Shared with Info IT; P&Z; and Waterworks)	
		Pictometry Aerials	15,500
		(60% Cost Share; Shared with Info IT; P&Z; and Waterworks)	
Major Repairs	\$ 736,000	General Maintenance & Repairs to Equipment	550,000
		Repair Two (2) 871 Detroit Diesel Engines (Ama & Tippy)	90,000
		Rebuild Two (2) 48in Pumps at Cousin's Pump Station	96,000
Arch/Engineering Fees	\$ 5,751,910	Cajun Paradise Levee	234,502
		Canal Crossing Improvements - #10 Canal	101,046
		Canal Crossing Improvements - Primrose, Monsanto, Oak, River Oak	196,818
		Cortez Pump Station upgrade	102,600
		Canal Crossing Improvements - Willowdale, Beaupre	42,760
		Carriage Lane Emergency	57,940

CONTINUED

CAPITAL (Cont.)

Coronado Drainage Improvements & Pump Station #1	140,683
Coronado Pump Station #2 Upgrade	60,974
Cousin's Pump Station Repairs	77,035
Destrehan/Murray Hill (Canal A) Drainage Improvements	64,440

Prepared: 04/08/2013  
Finance Dept

## ROAD &amp; DRAINAGE

## DRAINAGE

FUND NUMBER: 112

NARRATIVE EXPLANATION OF CAPITAL OUTLAY  
FOR REQUESTED YEAR 2013

CAPITAL OUTLAY:	AMOUNT	DETAILED DESCRIPTION	Sub-total
		Fairfield/Oaklawn Pump Station Upgrade	426,974
		Government Affairs Representation Federal Govt	100,000
		Hahn Street Subsurface Improvements	24,000
		Lagatutta Drainage Improvements	295,300
		Lakewood Sump Pump	23,630
		Major Canal Bank Stabilization - Dunleith Sheetpile Phase III	180,000
		Major Canal Bank Stabilization - Dunleith Sheetpile Phase IV	232,440
		Master Drainage Plan - East Bank	220,630
		Mimosa Drainage Improvements	93,327
		Mimosa Lane Culvert Replacement	22,881
		Montz Master Drainage Plan - Improv to KCS Canal	126,185
		Montz Master Drainage Plan - Realign Coulee	122,591
		Montz Master Drainage Plan - Rep 48" to 60" Culvert at Coulee	220,000
		MS4 Stormwater Program Compliance	57,130
		Randolph Pump Station - Bar Screens	294,440
		Riverbend Drainage Improvements	456,426
		Riverbend Jack & Bore	250,915
		Westbank Levee & Urban Stormwater Study (USACOE)	1,126,243
		Willowridge Pump Station	400,000
Other Fees	\$ 2,250,040	Cajun Paradise Levee	53,000
		Canal Crossing Improvements - #10 Canal	132,423
		Canal Crossing Improvements - Primrose, Monsanto, Oak, River Oak	126,106
		Canal Crossing Improvements - Willowdale, Beaupre	41,601
		Carriage Lane Emergency	15,500
		Coronado Drainage Improvements & Pump Station #1	116,661
		Coronado Pump Station #2 Upgrade	52,328
		Cortez Pump Station upgrade	50,000
		Cousin's Pump Station Repairs	35,000
		Destrehan/Murray Hill (Canal A) Drainage Improvements	30,000
		Fairfield/Oaklawn Pump Station Upgrade	78,003
		Hahn Street Subsurface Improvements	6,550
		Lagatutta Drainage Improvements	150,000
		Lakewood Sump Pump	10,000
		Major Canal Bank Stabilization - Dunleith Sheetpile Phase III	89,182

CONTINUED

CAPITAL (Cont.)

Major Canal Bank Stabilization - Dunleith Sheetpile Phase IV	120,000
Mimosa Drainage Improvements	31,460
Mimosa Lane Culvert Replacement	10,000
Montz Master Drainage Plan - Improv to KCS Canal	11,106
Montz Master Drainage Plan - Rep 48" to 60" Culvert at Coulee	117,500
Montz Master Drainage Plan - Realign Coulee	372,498
Randolph Pump Station - Bar Screens	130,000

Prepared: 04/08/2013  
Finance Dept.

**ROAD & DRAINAGE****DRAINAGE****FUND NUMBER: 112****NARRATIVE EXPLANATION OF CAPITAL OUTLAY  
FOR REQUESTED YEAR 2013**

<b>CAPITAL OUTLAY:</b>	<b>AMOUNT</b>	<b>DETAILED DESCRIPTION</b>	<b>Sub-total</b>
		Riverbend Jack & Bore	197,403
		Westbank Levee & Urban Stormwater Study (USACOE)	73,719
		Willowridge Pump Station	200,000

Grand Total Requested: \$ 31,216,913

**2013-0135**

**INTRODUCED BY: JULIA FISHER-PERRIER, COUNCILWOMAN, DISTRICT VII  
TERRELL D. WILSON, COUNCILMAN, DISTRICT I**

**ORDINANCE NO.** \_\_\_\_\_

An ordinance to approve and authorize the execution of Amendment No. 1 to Ordinance No. 13-3-14 to change the term of the Agreement, which approved an Agreement between Tauzin Consultants, LLC and St. Charles Parish for governmental affairs representation.

**WHEREAS,** on March 21, 2011 the St. Charles Parish Council adopted Ordinance No. 11-3-4 which approved an Agreement between Tauzin Consultants, LLC and St. Charles Parish for governmental affairs representation, including before the Federal Government, which expires on March 31, 2013; and,

**WHEREAS,** on March 25, 2013 the St. Charles Parish Council adopted Ordinance No. 13-3-14 which approved an Agreement between Tauzin Consultants, LLC and St. Charles Parish for governmental affairs representation; and,

**WHEREAS,** Tauzin has provided direct representation before the Federal Government, including Congress, the Administration and various Federal Agencies, along with representation before various State Government Agencies, for priority projects of St. Charles Parish; and,

**WHEREAS,** the St. Charles Parish Council wishes to change the term of the Agreement from thirty-three (33) months to twelve (12) months; and,

**WHEREAS,** it is the desire of the St. Charles Parish Council to continue the services of Tauzin Consultants, LLC.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That Amendment No. 1 to Ordinance No. 13-3-14 is hereby approved changing the term of said Agreement to terminate March 31, 2014.

**SECTION II.** That the Parish President is hereby authorized to execute said Amendment No. 1 on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, to become effective five (5) days after publication in the Official Journal.

revised Tauzin

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

AMENDMENT NO. 1  
TO  
AGREEMENT  
FOR  
GOVERNMENTAL AFFAIRS REPRESENTATION

BE IT KNOWN, that on this \_\_\_\_\_ day of \_\_\_\_\_ 2013,

ST. CHARLES PARISH, herein represented by V. J. St. Pierre, Jr, Parish President, 15045 River Road, Post Office Box 302, Hahnville, LA 70057, duly authorized by Ordinance No. \_\_\_\_\_ adopted on April \_\_\_\_\_, 2013

AND

TAUZIN CONSULTANTS, LLC, herein represented by Thomas N. Tauzin, 950 F Street, NW, Washington, DC 20004

HEREBY AGREE THAT,

In accordance with the provisions of Ordinance No. 13-3-14 adopted by the St. Charles Parish Council on March 25, 2013, the Agreement for Governmental Affairs Representation is hereby amended to a twelve (12) month term.

All other provisions of said Agreement shall remain as first written.

AMENDMENT NO. 1

ST. CHARLES PARISH

WITNESS:

BY: \_\_\_\_\_  
V. J. St. Pierre, Jr.  
Parish President

\_\_\_\_\_

TAUZIN CONSULTANTS, LLC

WITNESS:

BY: \_\_\_\_\_  
Thomas N. Tauzin

\_\_\_\_\_

**2013-0128**

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF PLANNING AND ZONING)**

**ORDINANCE NO. \_\_\_\_\_**

An ordinance to revoke and abandon a portion of the right-of-way for an undeveloped, unnamed street located between Lot 1, Square B, Almedia Plantation Subdivision of Tract 32 and Tract 30 of Almedia Plantation Subdivision, St. Rose in favor of the abutting property owners.

**WHEREAS,** certain property was laid out for use as "16' ROAD" and "8' DITCH," on the plat entitled "Map of a Portion of Almedia Plantation in St. Charles Parish" by G. Stepheus, C. E. dated Dec. 6, 1920, and situated between Lot 1, Square B, Almedia Plantation Subdivision of Tract 32 and Tract 30 of Almedia Plantation Subdivision; and,

**WHEREAS,** the property has been determined to have no public use and/or benefit as required by Chapter 2 Section 2-4 of the St. Charles Parish Code of Ordinances; and,

**WHEREAS,** the St. Charles Parish Council wishes to revoke said property pursuant to Chapter 2 Section 2-4 of the Code of Ordinances.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Act of Revocation of a portion of property laid out for use as "16' ROAD" and "8' DITCH" between on the plat entitled "Map of a Portion of Almedia Plantation in St. Charles Parish" by G. Stepheus, C. E. dated Dec. 6, 1920, and situated between Lot 1, Square B, Almedia Plantation Subdivision of Tract 32 and Tract 30 of Almedia Plantation Subdivision is hereby approved.

**SECTION III.** That the Parish President is hereby authorized to execute the Act of Revocation of a Portion of property laid out for use as "16' ROAD" and "8' DITCH" located between Lot 1, Square B, Almedia Plantation Subdivision of Tract 32 and Tract 30 of Almedia Plantation Subdivision in favor of adjacent property owners.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

**ACT OF REVOCATION  
OF DEDICATED PROPERTY  
BY: ST. CHARLES PARISH**

**UNITED STATES OF AMERICA  
STATE OF LOUISIANA  
PARISH OF ST. CHARLES**

**BE IT KNOWN**, that on this \_\_\_\_\_ day of the month of \_\_\_\_\_, in the year of Our Lord, two thousand thirteen (2013)

**BEFORE ME**, the undersigned Notary Public, duly commissioned and qualified, in and for the Parish of St. Charles, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned;

**PERSONALLY CAME AND APPEARED:**

**THE HONORABLE V. J. ST. PIERRE, JR.**, Parish President and Chief Executive Officer of the Parish of St. Charles, duly authorized by Ordinance No. \_\_\_\_\_ passed at a meeting of the St. Charles Parish Council held on April \_\_\_\_\_, 2013.

Pursuant to the above recited ordinance, the Parish of St. Charles, through its governing authority, the St. Charles Parish Council, does hereby abandon and revoke the dedication of that undeveloped portion of an unnamed, undeveloped 16' wide roadway and the adjacent 8' wide drainage ditch indicated on the dedication survey entitled "Map of a portion of Almedia Plantation in St. Charles Parish LA," by G. Stepheus, C. E. dated December 6, 1920 and more fully shown on a survey by Riverlands Surveying Company dated on February 28, 2013; and situated between Square B, Lot 1 of Tract 30 of Almedia Plantation Subdivision and Lot 30-C of Almedia Plantation Subdivision, all located in Section 40, Township 12 South-Range 9 East, St. Rose, St. Charles Parish, Louisiana, as that the revocation of the dedicated property described herein is deemed to be in the best interest of the Parish, as such property no longer constitutes property utilized or needed by the Public.

Further, pursuant to LA R.S. 48-701 et. Seq., the revocation of the dedicated property shall be made unto the present owners of the land contiguous thereto.

**THUS DONE AND SIGNED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2013 in the Parish of St. Charles, State of Louisiana, in the presence of the undersigned competent witnesses and me, Notary, after a reading of the whole.

**WITNESSES:**

**ST. CHARLES PARISH**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
**V. J. St. Pierre, Jr.**  
Parish President

\_\_\_\_\_  
**Leon C. Vial, III**

**#13061  
NOTARY PUBLIC**

**ACT OF REVOCATION  
OF DEDICATED PROPERTY  
BY: ST. CHARLES PARISH**

**UNITED STATES OF AMERICA  
STATE OF LOUISIANA  
PARISH OF ST. CHARLES**

**BE IT KNOWN**, that on this \_\_\_\_\_ day of the month of \_\_\_\_\_, in the year of Our Lord, two thousand thirteen (2013)

**BEFORE ME**, the undersigned Notary Public, duly commissioned and qualified, in and for the Parish of St. Charles, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned;

**PERSONALLY CAME AND APPEARED:**

**THE HONORABLE V. J. ST. PIERRE, JR.**, Parish President and Chief Executive Officer of the Parish of St. Charles, duly authorized by Ordinance No. \_\_\_\_\_ passed at a meeting of the St. Charles Parish Council held on April \_\_\_\_\_, 2013.

Pursuant to the above recited ordinance, the Parish of St. Charles, through its governing authority, the St. Charles Parish Council, does hereby abandon and revoke the dedication of that undeveloped portion of an unnamed, undeveloped 16' wide roadway as indicated on the dedication survey entitled "Map of a portion of Almedia Plantation in St. Charles Parish LA," by G. Stepheus, C. E. dated December 6, 1920 and more fully shown on the surveys by E.M. Collier, RLS, dated May 30, 1972, H.E. Landry, RLS, dated September 29, 1958, J. F. Ruello, PLS, dated January 13, 2009 and by Stephen P. Flynn, PLS, dated February 28, 2013; and situated between Lot 1, Square B, Almedia Plantation Subdivision of Tract 32 and Tract 30 of Almedia Plantation Subdivision in Section 40, Township 12 South – Range 9 East, St. Rose, St. Charles Parish, Louisiana, as that the revocation of the dedicated property described herein is deemed to be in the best interest of the Parish, as such property no longer constitutes property utilized or needed by the Public.

Further, pursuant to LA R.S. 48-701 et seq, the revocation of the dedicated property shall be made unto the present owners of the land contiguous thereto.

**THUS DONE AND SIGNED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2013 in the Parish of St. Charles, State of Louisiana, in the presence of the undersigned competent witnesses and me, Notary, after a reading of the whole.

**WITNESSES:**

**ST. CHARLES PARISH**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
**V. J. St. Pierre, Jr.**  
Parish President

\_\_\_\_\_  
**Leon C. Vial, III**  
#13061  
**NOTARY PUBLIC**

---

**RECOMMENDATIONS AT A GLANCE**

**PZREV-2013-01** requested by **Metro Investments, LLC** for the revocation of a 117 linear foot section of the undeveloped 16' wide road located between Lot 1, Square B, Almedia Plantation Subdivision of Tract 32 (**818 Fox Lane**) and Tract 30 of Almedia Plantation Subdivision (**10430 Airline Drive**). St. Rose. Zoning District M-1 and R-1AM (M-1 proposed) Council District 5.

**Planning Department Recommendation:**

Approval

**Planning Commission Recommendation:**

Approval

Mr. Gibbs: Next item on the agenda is **PZREV-2013-01** requested by **Metro Investments, LLC** for the revocation of a 117 linear foot section of the undeveloped 16' wide road located between Lot 1, Square B, Almedia Plantation Subdivision of Tract 32 (**818 Fox Lane**) and Tract 30 of Almedia Plantation Subdivision (**10430 Airline Drive**). St. Rose. Zoning District M-1 and R-1AM (M-1 proposed) Council District 5. Mr. Romano.

Mr. Romano: Thank you Sir. This is an application to revoke a 16 foot wide by 117 foot long unnamed undeveloped street and associated ditch. The applicant has also filed a resubdivision to include the strip of vacated right of way into the adjoining properties. Completion of these steps will create a single lot of 90,968 square feet: Lot 30-D. This lot will exceed the minimum frontage width and land square foot area for M-1 zoning.

Currently, Lots 30-C and 30-D (south of the strip to be revoked) are zoned M-1 and being leased by a commercial truck rental business. Thus, the business is operating on 2 separate but abutting lots. This business desires to expand its lease area further north—onto Square B Lot 1 which fronts on both Fox Lane and the undeveloped right of way. This lot is R-1AM and must be rezoned to M-1 if this expansion is to occur (filed as PZR-2013-02).

Memos of no objection of the revocation have been received from the Directors of Public Works and Waterworks. We've also received memos from the abutting property owners on which the road currently expand on their property. Those are enclosed in the agenda, pages 50 and 51. The right of way extends further east through and beyond two neighboring lots owned by another party. Letters of no objection to the revocation were received by the property owners to the east as well.

The department does recommend approval of the revocation and resubdivision.

Mr. Gibbs: Thank you Mr. Romano. This is a public hearing for PZREV-2013-01. Mr. Smith.

Thank you Mr. Chairman. Gary Smith, 280 North Bend in Montz. Here to answer any questions that you may have.

Mr. Clulee: The road that is being revoked, you own the property on both sides?

Mr. Smith: Metro Investments does.

Mr. Clulee: So really it's your ground.

Mr. Smith: Correct.

Mr. Clulee: I have no problem with this.

Mr. Gibbs: Any other questions? Thank you Mr. Smith.

Mr. Smith: I understand tonight is Mr. Clulee's last meeting, the Planning and Zoning Board. I just wanted to acknowledge that and thank him for his service to St. Charles Parish.

Mr. Clulee: Thank you very much Sir.

Mr. Gibbs: I'm going to have some kind words at the end too Mr. Smith. Is there anyone else to speak in favor or against PZREV-2013-01?

Mr. Booth: This is in my area, I don't have a problem with it and it's the right thing to do.

YEAS: Pierre, Foster, Booth Gibbs, Galliano, Clulee, Frangella  
NAYS: None  
ABSENT: None

Mr. Gibbs: And that is unanimous.

---

## St. Charles Parish Department of Planning & Zoning

### LAND USE REPORT CASE NUMBER: PZREV-2013-01

#### GENERAL APPLICATION INFORMATION

- ◆ **Name/Address of Applicant:**                      **Application Date:** 3/5/13  
Metro Investments LLC  
10557 Airline Drive  
St. Rose LA 70087  
504.737.1600
- ◆ **Location of Site:**  
Lot located at 10430 Airline Dr, combined with a 16ft by 117ft wide undeveloped right of way, and a Lot located at 818 Fox Ln., St. Rose.
- ◆ **Requested Action:**  
Revocation of undeveloped portion of an unnamed 16' wide road and an 8' wide ditch; to be subdivided with lot on 10430 Airline Dr and lot on 818 Fox Ln into single lot

#### SITE – SPECIFIC INFORMATION

- ◆ **Size of Parcel:**    **Plan 2030 Recommendations:**  
90,968 sf    Light-Industrial
- ◆ **Zoning and Land Use:**  
M-1 & R-1AM zoning,  
M-1 land uses on M-1 portion.
- ◆ **Surrounding Land Uses and Zoning:**  
East: C-3 zoning but undeveloped land uses;  
South and West: M-1 zoning and land uses;  
North: R-1AM (proposed M-1) and vacant on one lot, C-2 zoning and land uses on another.
- ◆ **Utilities:**    **Traffic Access:**  
Water, sewer, and drainage                                      Airline Dr & Fox Ln  
available along Airline Hwy and Fox Ln.

#### APPLICABLE REGULATIONS

##### St. Charles Parish Code of Ordinances, Chapter 2.

Sec. 2-4. Procedure to dedicate, or revoke dedication of street, canal, etc.

- (a) A formal act of dedication shall be filed by any person requesting the parish council to accept for maintenance streets and drainage using the following format:
  - (1) The act shall state the name of the person dedicating the street or drainage.
  - (2) The act shall contain a description of the property in which the street or drainage is located.
  - (3) The act shall state the name of the street, the width and length to be accepted.
  - (4) All drainage ditches shall be properly marked with widths shown. The dedication shall spell out the width and length of each ditch.
  - (5) Two (2) updated maps shall be submitted to accompany each act of dedication. These maps shall give a description of the area including section, tract and range lines; name of subdivision, if applicable; date; civil engineer or surveyor; title; north point of compass and scale of map.
- (b) Prior to a request for the parish to assume for maintenance any street or drainage, it shall be necessary for the parish engineers to certify that the street or drainage meets parish specifications.

- (c) Acts of revocation on streets, drainage ditches or canals shall contain the same information as requested for acts of dedication **and shall be accompanied by the submission of a subdivision plan** which shall be executed through the local subdivision process, formally incorporating revoked properties into adjacent parcels.

(Code 1970, § 17-01; Ord. No. 93-12-4, § I, 12-6-93)

#### **ANALYSIS**

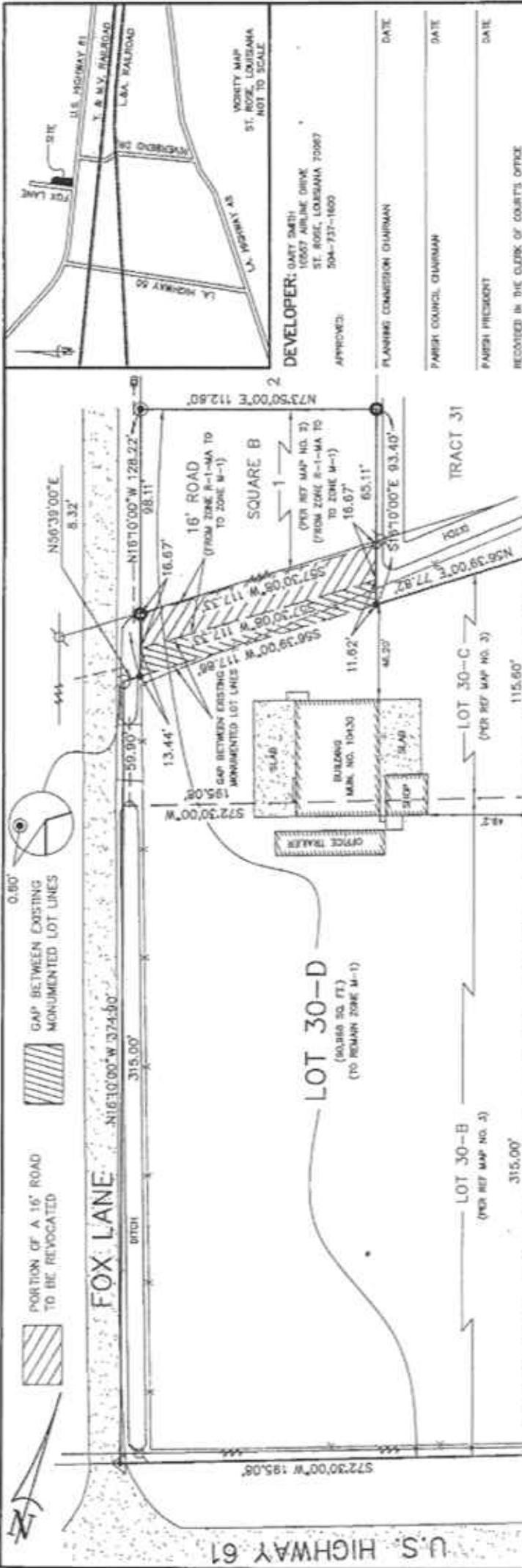
This is an application to revoke a 16 foot wide by 117 foot long unnamed undeveloped street and associated ditch. The applicant has also filed a resubdivision to include the strip of vacated right of way into the adjoining properties. Completion of these steps will create a single lot of 90,968 square feet: Lot 30-D. This lot will exceed the minimum frontage width and land square foot area for M-1 zoning.

Currently, Lots 30-C and 30-D (south of the strip to be revoked) are zoned M-1 and being leased by a commercial truck rental business. Thus, the business is operating on 2 separate but abutting lots. This business desires to expand its lease area further north—onto Square B Lot 1 which fronts on both Fox Lane and the undeveloped right of way. This lot is R-1AM and must be rezoned to M-1 if this expansion is to occur (filed as PZR-2013-02).

Memos of no objection of the revocation have been received from the Directors of Public Works and Waterworks. However, the right of way extends further east through and beyond two neighboring lots owned by another party. Letters of no objection to the revocation were received by the property owners to the east as well.

#### **DEPARTMENTAL RECOMMENDATION**

**Approval.**



**TITLE:** SURVEY PLAT FOR THE REVOCATION OF A PORTION OF THE 16' ROAD ADJOINING LOT 1, SQUARE B, OF TRACT 30 OF ALMEDIA PLANTATION SUBDIVISION

**TITLE:** SURVEY PLAT TO SHOW THE CHANGE IN ZONE OF A PORTION OF A 16' ROAD & LOT 1, SQUARE B, ALMEDIA PLANTATION SUBDIVISION FROM THE CURRENT ZONE OF ZONE R-1-MA TO ZONE M-1, WITH THE INTENTION FOR ALL OF LOT 30-0 TO BE ZONED M-1

**TITLE:** SURVEY PLAT AND RESUBDIVISION OF LOT 30-B, LOT 30-C AND UNDESIGNATED GAP OF TRACT 30 OF ALMEDIA PLANTATION SUBDIVISION, LOT 1, SQUARE B, ALMEDIA PLANTATION SUBDIVISION & A PORTION OF A 16' ROAD INTO A LOT HEREIN DESIGNATED AS LOT 30-D OF ALMEDIA PLANTATION SUBDIVISION & SITUATED IN SECTION 40, T-12-S, R-9-E, ST. ROSE, ST. CHARLES PARISH, LOUISIANA.

**DATE:** FEBRUARY 28, 2013

**SURVEY REFERENCE:** 1. SUBDIVISION OF LOT 30 OF ALMEDIA PLANTATION SUBDIVISION BY E.M. COLLIER, R.L.S. DATED 5/20/1972.  
 2. ALMEDIA PLANTATION SUBDIVISION OF TRACT 32 BY H.L. LAMBERT, R.L.S. DATED 9/29/1948.  
 3. PORTION OF LOT 30 OF ALMEDIA PLANTATION SUBDIVISION BY RICHARD B. EDWARDS, R.L.S. DATED 1/18/1919  
 4. THE REVOCATION OF A PORTION OF THE 16 FOOT ROAD AND 8 FOOT ENTRY & RESUBDIVISION OF TRACT 32  
 & LOT P INTO TRACT 33-A AND LOT P-A BY J.F. NIELLO, R.L.S. DATED 1/13/2008.

**BASIS OF BEARING:** TAKEN FROM REFERENCED SURVEY PLAT NO. 1.

**FLOOD NOTE:** THE SURVEYED PARCEL IS IN ZONE "AE" PER FEDERAL INSURANCE RATE MAP NUMBER 220160-0100C DATED 8/16/1992.

**SURVEYOR'S NOTES:**  
 A. THIS PLAT IS CORRECT AND IN ACCORDANCE WITH A PHYSICAL SURVEY MADE ON THE GROUND UNLESS THE OPPOSITE IS INDICATED AND COMPLES WITH THE REQUIREMENTS OF LOUISIANA'S "STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS" FOR A CLASS B SURVEY.  
 B. NO TITLE OPINION WAS PROVIDED TO THIS FIRM. THEREFORE, NO CERTIFICATION IS GIVEN TO THE EXISTENCE OF OTHER SERVITUDES OR ENCUMBRANCES WHICH MAY EXIST OTHER THAN THOSE SHOWN.  
 C. MINIMUM SETBACK LINES AND SERVITUDES SHOWN ARE BASED ON THE REFERENCED SURVEY PLAT. THE APPROPRIATE PARISH AUTHORITY OR NEIGHBORHOOD REGULATORY BOARD SHOULD BE CONSULTED FOR FINAL DETERMINATION.

**DEVELOPER:** GARY SMITH  
 10507 AIRLINE DRIVE  
 ST. ROSE, LOUISIANA 70067  
 504-737-1600

**APPROVED:**

**PLANNING COMMISSION CHAIRMAN** \_\_\_\_\_ DATE \_\_\_\_\_

**PARISH COUNCIL CHAIRMAN** \_\_\_\_\_ DATE \_\_\_\_\_

**PARISH PRESIDENT** \_\_\_\_\_ DATE \_\_\_\_\_

RECORDED IN THE CLERK OF COURT'S OFFICE  
 ST. CHARLES PARISH ON THE \_\_\_\_\_  
 DAY OF \_\_\_\_\_ IN BOOK \_\_\_\_\_  
 FOLIO \_\_\_\_\_ ENTRY # \_\_\_\_\_

ALL NECESSARY SERVICIS, WAIVER AND/OR OTHER UTILITY  
 EXTENSIONS SHALL BE MADE BY AND SOLELY AT THE  
 LOT OWNER'S EXPENSE.

*Stephen P. Flynn*  
 STEPHEN P. FLYNN  
 P.L.S. LA. ST. REG. NO. 4388

**SCALE IN FEET**  
 1" = 50'

**DRAWN BY:** KPB **DRAWING NO.:** MM0442\_1829

**RIVERLANDS SURVEYING COMPANY**  
 505 HEMLOCK STREET  
 LAPLACE, LA. 70068  
 1-800-248-6962  
 985-652-6356

PZREV-2013-01  
REQUESTED BY: METRO INVESTMENTS  
818 FOX LANE & 10430 AIRLINE DRIVE, ST ROSE



**TRI-LOGISTICS CONSTRUCTION CO., L.L.C.**

9505 Jefferson Highway, Suite 1-312  
River Ridge, Louisiana 70123  
Telephone: (504) 737-1219

March 13, 2013

St. Charles Parish Dept. of Planning and Zoning  
ATTN: Steven A. Romano  
P.O. Box 302  
Hahnville, LA 70047

VIA FAX: (985) 783-6447

RE: Metro Investments' Request for Revocation  
Fox Lane, St. Rose Property

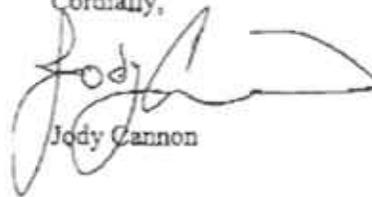
Dear Mr. Romano,

I am writing at the request of Metro Investments concerning their application for the revocation of a section of undeveloped road lying between two of their properties on Fox Lane in St. Rose. I am the owner of the abutting property (Section 40, T12S, R9E, Lot 30A) which lies to the east of the Metro property.

The purpose of this letter is to inform you that I have no objection to the revocation of this roadway. Further, as it relates to the separate but related requests by Metro Investments regarding the resubdivision and rezoning of their properties, I have no objection to those requests as well.

Should you have any questions or need further information, please do not hesitate to contact me.

Cordially,



Jody Cannon

cc: Metro Investments

**GERALD R. CANNON**

P.O. Box 361  
Kenner, La 70063  
(504) 915-4301

March 13, 2013

St. Charles Parish Dept. of Planning and Zoning  
ATTN: Steven A. Romano  
P.O. Box 302  
Hahnville, LA 70047

VIA FAX: (985) 783-6447

RE: Metro Investments' Request for Revocation  
Fox Lane Property

Dear Mr. Romano,

I am writing at the request of Metro Investments concerning their application for the revocation of a section of undeveloped road lying between two of their properties on Fox Lane in St. Rose. I am the owner of the abutting property (Section 40, T12S, R9E, Lot 31) which lies to the Northeast of the Metro property.

The purpose of this letter is to inform you that I have no objection to the revocation of this roadway. Further, as it relates to the separate but related requests by Metro Investments regarding the resubdivision and rezoning their properties, I have no objection to those requests as well.

Should you have any questions or need further information, please do not hesitate to contact me.

Confidentially,

  
Gerald Cannon

cc: Metro Investments



# ST. CHARLES PARISH

*DEPARTMENT OF PUBLIC WORKS*

100 RIVER OAKS DRIVE • DESTREHAN, LOUISIANA 70047

(985) 783-5102 • (985) 783-5104 • FAX (985) 725-2250

Website: [www.stcharlesparish-la.gov](http://www.stcharlesparish-la.gov)

V.J. ST. PIERRE, JR.  
PARISH PRESIDENT

SAM SCHOLLE  
DIRECTOR

February 19, 2013

TO: Steve Romano  
Development Review Planner

FROM: Sam C. Scholle *SS*  
Director of Public Works/Wastewater

**SUBJECT: Revocation of a Portion of Undeveloped and Unnamed 16' Wide Road and 8' ditch – St. Rose**

We have reviewed the request for revocation of a portion of an undeveloped and unnamed 16-foot wide road and 8-foot wide ditch adjoining a vacant land lot located on Fox Lane in St. Rose. We do not have a problem granting this revocation.

Should you have any questions or require additional information, please feel free to contact me at (985) 783-5102.

SCS:red

cc: Kimberly Marousek, Director of Planning & Zoning  
Lee Zeringue, Senior Parish Engineer  
Bob Dublan, Assistant Director of Public Works  
Russell Tastet, Assistant Superintendent  
Steve Truitt, Superintendent



VJ. ST. PIERRE, JR.  
PARISH PRESIDENT

ROBERT BROU  
DIRECTOR

# ST. CHARLES PARISH

## DEPARTMENT OF WATERWORKS

P.O. BOX 108 • LULING, LOUISIANA 70070

(985) 783-5110 • Fax: (985) 785-2005

Website: [www.stcharlesparish-la.gov](http://www.stcharlesparish-la.gov)

To: Steve Romano, Planning & Zoning

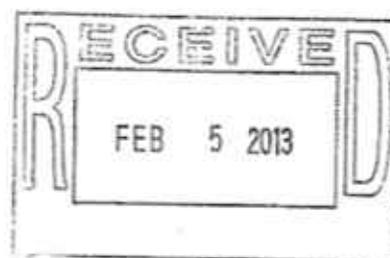
From: Robert Brou, Director of Waterworks

Date: February 4, 2013

Re: Revocation Request: A portion of underdeveloped and unnamed 16' wide road and 8' ditch, St. Rose (Metro Investments)

The St. Charles Parish Department of Waterworks has no infrastructure, or plans to install infrastructure, on the 16-foot road or the 8-foot ditch adjoining Lot 1, Square B, Almedia Plantation Subdivision (Sec 40, T-12-S, R-9-E) and therefore the referenced property serves no public purpose for the department. The Department of Waterworks offers no objection to the proposed revocation as submitted by Stephanie Walsh, representing Metro Investments, LLC in her letter dated January 22, 2013.

Should you need any additional information concerning this matter, call me at your convenience.





V.J. ST. PIERRE, JR.  
PARISH PRESIDENT

KIM MAROUSEK, AICP  
PLANNING DIRECTOR

# ST. CHARLES PARISH

DEPARTMENT OF PLANNING & ZONING

14996 RIVER ROAD • P. O. BOX 302 • HAHNVILLE, LOUISIANA 70057

(985) 783-5060 • FAX (985) 783-6447

Website: [www.stcharlesparish-la.gov](http://www.stcharlesparish-la.gov)

## MEMORANDUM

**DATE:** January 30, 2013

**TO:** Sam Scholle  
Director, Public Works and Wastewater

Robbi Brou  
Director, Waterworks

**FROM:** Stephen Romano   
Development Review Planner

**RE:** Revocation of a portion of undeveloped and unnamed 16' wide road and 8' ditch, St. Rose

Attached is a copy of a letter submitted by Stephanie Walsh representing Metro Investments LLC requesting the revocation of a portion of an undeveloped and unnamed 16-foot wide road and 8-foot wide ditch adjoining a vacant land lot located on Fox Lane in St. Rose. Refer to the attached survey.

Please reply whether your department can support the revocation. Please include a determination on the continuing public need for this right-of-way and any requirements or conditional for approval of the request (e.g. utility servitudes or relocations). Thanks.

cc: V.J. St. Pierre, Parish President



# ST. CHARLES PARISH

DEPARTMENT OF PLANNING & ZONING

14996 RIVER ROAD • P. O. BOX 302 • HAHNVILLE, LOUISIANA 70057

(985) 783-5060 • FAX (985) 783-6447

Website: [www.stcharlesparish-la.gov](http://www.stcharlesparish-la.gov)

V.J. ST. PIERRE, JR.  
PARISH PRESIDENT

KIM MAROUSEK, AICP  
PLANNING DIRECTOR

## MEMORANDUM

**DATE:** January 30, 2013

**TO:** Sam Scholle  
Director, Public Works and Wastewater

Robbi Brou  
Director, Waterworks

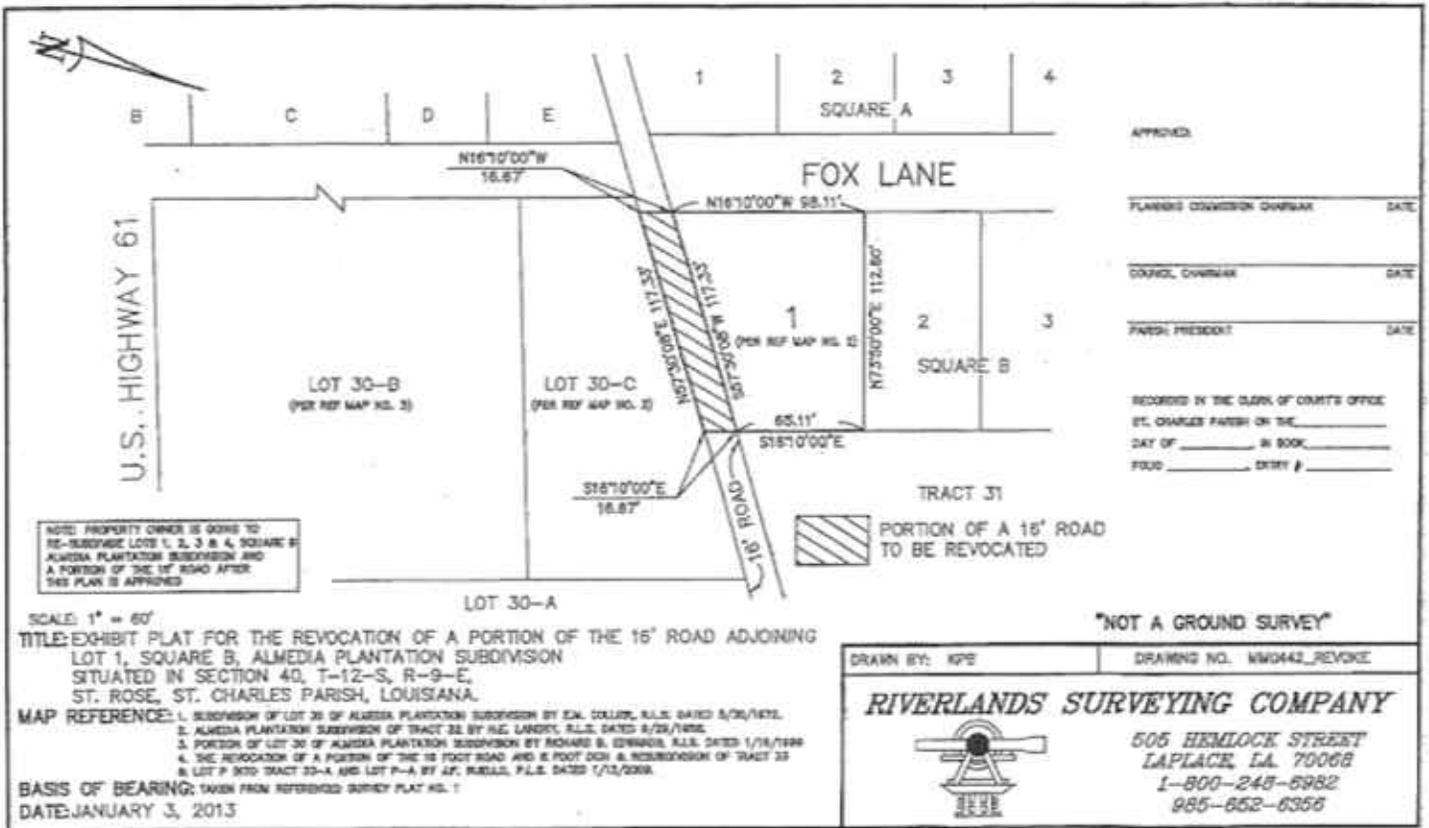
**FROM:** Stephen Romano  
Development Review Planner

**RE:** Revocation of a portion of undeveloped and unnamed 16' wide road and 8' ditch, St. Rose

Attached is a copy of a letter submitted by Stephanie Walsh representing Metro Investments LLC requesting the revocation of a portion of an undeveloped and unnamed 16-foot wide road and 8-foot wide ditch adjoining a vacant land lot located on Fox Lane in St. Rose. Refer to the attached survey.

Please reply whether your department can support the revocation. Please include a determination on the continuing public need for this right-of-way and any requirements or conditional for approval of the request (e.g. utility servitudes or relocations). Thanks.

cc: V.J. St. Pierre, Parish President



2013-0103INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF FINANCE)

ORDINANCE NO. \_\_\_\_\_

An ordinance to amend the 2013 Consolidated Operating and Capital Budget to recognize revenues received prior to year end 2012 relating to the Airport Expansion Agreement, thus increasing the beginning 2013 General Fund balance by \$1,212,000 and to add revenues of \$300,000 under General Fund Account 001-313020 – Airport Expansion Agreement for 2013 Airport Expansion Agreement Revenues.

**WHEREAS,** the 2013 St. Charles Parish Consolidated Operating and Capital Budget was adopted November 5, 2012 by Ordinance No. 12-11-1, and amended January 8, 2013 by Executive Order No. 13-01, and January 29, 2013 by Executive Order No. 13-02, March 11, 2013 by Ordinance No. 13-3-8; and,

**WHEREAS,** the Council has taken under consideration the study of the amendment to the St. Charles Parish Consolidated Operating and Capital Budget for fiscal year 2013 as shown by the Revision Schedule.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That in accordance with the provisions of Article V, Sections D, E, and F of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.), the St. Charles Parish Council does hereby amend the 2013 St. Charles Parish Consolidated Operating and Capital Budget, as amended, as per "Exhibit A".

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

# ST. CHARLES PARISH

## GOVERNMENTAL FUNDS

### CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT FISCAL YEAR ENDING DECEMBER 31, 2013

Description	Current Year				Upcoming Year			
	Original Budget	Last Adopted Budget	Actual Year-to-Date (as of June 30th)	Estimate Remaining for Year	Projected Actual Result at Year End	Proposed Budget	% Change Last Adopted vs Projected Actual	% Change Projected Actual vs Proposed
<b>BEGINNING FUND BALANCE</b>	<b>56,945,698</b>	<b>73,643,292</b>			<b>80,138,562</b>	<b>68,732,683</b>		
Prior Period Adjustment								
<b>FUND BALANCE - RESTATED</b>	<b>56,945,698</b>	<b>73,643,292</b>			<b>80,138,562</b>	<b>68,732,683</b>		
CURRENT YEAR REVENUES & OTHER FINANCING SOURCES	96,544,890	102,934,311	47,980,061	55,451,093	103,431,154	113,718,476	0.48%	9.95%
<b>TOTAL MEANS OF FINANCING</b>	<b>153,490,588</b>	<b>176,577,603</b>			<b>183,569,716</b>	<b>182,451,159</b>		
<b>EXPENDITURES &amp; OTHER FINANCING USES:</b>								
PERSONAL SERVICES	28,559,510	28,559,510	12,135,231	15,423,273	27,558,504	31,373,421	-3.50%	13.84%
OPERATING SERVICES	13,807,806	13,515,312	4,363,032	10,137,812	14,500,844	15,539,949	7.29%	7.17%
MATERIALS & SUPPLIES	5,291,692	5,292,312	2,028,510	3,744,927	5,773,437	6,063,818	9.09%	5.03%
OTHER CHARGES	789,736	785,886	212,658	612,947	825,605	781,836	5.05%	-5.30%
DEBT SERVICE	3,788,617	3,788,617	2,957,953	644,814	3,602,767	3,497,504	-4.91%	-2.92%
CAPITAL OUTLAY	52,772,226	76,821,245	9,118,360	38,243,303	47,361,663	65,963,235	-38.35%	39.28%
INTERGOVERNMENTAL TRANSFERS	8,539,913	8,539,913	5,982,127	3,392,975	9,375,102	9,058,989	9.78%	-3.37%
	17,701,314	17,701,314	772,514	5,066,597	5,839,111	24,663,340	-67.01%	322.38%
<b>TOTAL</b>	<b>131,250,814</b>	<b>155,004,109</b>	<b>37,570,385</b>	<b>77,266,648</b>	<b>114,837,933</b>	<b>156,942,092</b>		
<b>NET CHANGE IN CURRENT REVENUES &amp; OTHER SOURCES OVER EXPENDITURES &amp; OTHER USES</b>	<b>(34,705,924)</b>	<b>(52,069,798)</b>			<b>(11,405,879)</b>	<b>(43,223,616)</b>		
<b>ENDING FUND BALANCE</b>	<b>22,239,774</b>	<b>21,573,494</b>			<b>68,732,683</b>	<b>25,509,067</b>		

**ST. CHARLES PARISH**  
**2012 CONSOLIDATED OPERATING AND CAPITAL BUDGET**  
 March 8, 2013  
**REVISION SCHEDULE SUMMARY**  
**CONSOLIDATED BUDGET SUMMARY**

	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
BEGINNING FUND BALANCE	68,732,683	-	68,732,683
REVENUE	113,418,476	300,000	113,718,476
<b>TOTAL MEANS OF FINANCING</b>	<b>182,151,159</b>	<b>300,000</b>	<b>182,451,159</b>
<b>EXPENDITURES:</b>			
PERSONAL SERVICES	31,373,421	-	31,373,421
OPERATING SERVICES	15,539,949	-	15,539,949
MATERIALS & SUPPLIES	6,063,818	-	6,063,818
OTHER CHARGES	781,836	-	781,836
DEBT SERVICE	3,497,504	-	3,497,504
CAPITAL OUTLAY	65,963,235	-	65,963,235
INTERGOVERNMENTAL	9,058,989	-	9,058,989
TRANSFERS	24,663,340	-	24,663,340
<b>TOTAL EXPENDITURES</b>	<b>156,942,092</b>	<b>-</b>	<b>156,942,092</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>25,209,067</b>	<b>300,000</b>	<b>25,509,067</b>

**ST. CHARLES PARISH**  
**2012 CONSOLIDATED OPERATING AND CAPITAL BUDGET**  
 March 8, 2013  
**REVISION SCHEDULE SUMMARY**  
**GENERAL FUND**

	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
BEGINNING FUND BALANCE	42,234,677	-	42,234,677
REVENUES	34,015,622	300,000	34,315,622
TOTAL MEANS OF FINANCING	<u>76,250,299</u>	<u>300,000</u>	<u>76,550,299</u>
<b>EXPENDITURES:</b>			
PERSONAL SERVICES	15,694,096	-	15,694,096
OPERATING SERVICES	7,758,694	-	7,758,694
MATERIALS & SUPPLIES	1,044,606	-	1,044,606
OTHER CHARGES	617,061	-	617,061
DEBT SERVICE	3,500	-	3,500
CAPITAL OUTLAY	17,863,464	-	17,863,464
INTERGOVERNMENTAL	2,456,433	-	2,456,433
TRANSFERS	<u>22,462,936</u>	<u>-</u>	<u>22,462,936</u>
TOTAL EXPENDITURES	<u>67,900,790</u>	<u>-</u>	<u>67,900,790</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>8,349,509</u>	<u>300,000</u>	<u>8,649,509</u>

**GENERAL FUND REVENUES  
SUMMARY STATEMENT**

Description	Present Budget Summary	Revision Summary	Revised Budget Summary
Ad Valorem Taxes	3,367,000	-	3,367,000
General Sales Tax (1/2%)	9,900,000	-	9,900,000
General Sales Tax (3/8%)	7,350,000	-	7,350,000
Alcoholic Beverage Tax	47,000	-	47,000
Airport Expansion Agreement	-	300,000	300,000
Cable TV - Franchise Fees	650,000	-	650,000
Alcoholic Beverage - Low Content	5,000	-	5,000
Alcoholic Beverage - High Content	8,500	-	8,500
License - Occupational General	725,000	-	725,000
License - Insurance	425,000	-	425,000
License - Bingo	1,200	-	1,200
License - Taxi Cabs	100	-	100
Civil Defense	20,000	-	20,000
Dept. of Homeland Security	960,191	-	960,191
Dept. of Housing & Urban Development	437,685	-	437,685
Hazard Mitigation Grant	2,022,734	-	2,022,734
Emergency Food & Shelter	5,000	-	5,000
CSBG-Administration	17,215	-	17,215
CSBG-Program Activities	131,473	-	131,473
Summer Food Service Program	20,000	-	20,000
Energy Assistance	290,000	-	290,000
Home Program	95,000	-	95,000
Land Lease	18,500	-	18,500
Dept. of Interior - CIAP Grant	2,777,100	-	2,777,100
Mass Transit Assistance	75,000	-	75,000
Highway Fund #2	50,000	-	50,000
Economic Dev - Enterprise Fund	50,000	-	50,000
Office of Community Development	145,560	-	145,560
Facility, Planning & Control Grant	260,178	-	260,178
Medicade Interview	100	-	100
Severance Tax	1,250,000	-	1,250,000
Parish Royalty Fund	415,000	-	415,000
Video Poker	340,000	-	340,000
State Payment in Lieu of Taxes	73,500	-	73,500

**REVENUES: (CONT.)**

**GENERAL FUND REVENUES  
SUMMARY STATEMENT**

Description	Present Budget Summary	Revision Summary	Revised Budget Summary
SPILT - Community Services	30,000	-	30,000
LACAP - Client Education	5,000	-	5,000
Court Costs, Fees, Charges	16,000	-	16,000
Zoning & Subdivision Fees	120,000	-	120,000
Sale of Maps & Publications	900	-	900
Miscellaneous Revenues	1,800	-	1,800
Motor Vehicle Transaction Fee	36,000	-	36,000
Driver's License Reinstatement Fee	1,000	-	1,000
ICC Inspection Fees	200,000	-	200,000
Weed & Grass Cutting Charges	9,000	-	9,000
Weed & Grass Cutting - Tax Roll	12,000	-	12,000
Removal of Derelict Structure Charges	1,550	-	1,550
Animal Control	5,000	-	5,000
Coroner - Other Fees	8,000	-	8,000
Institutional Charges	16,000	-	16,000
Court Fines	4,000	-	4,000
Witness Fees - Deputies	1,000	-	1,000
Criminal Jury Fees-Act 1031 of 2003	115,000	-	115,000
Juvenile Fees	22,000	-	22,000
Interest Earnings	149,000	-	149,000
Interest Earnings - Minimum Premium	170	-	170
Rents/Leases	6,500	-	6,500
Royalties	12,500	-	12,500
Homeowners Road Home Proceeds	83,893	-	83,893
Gifts & Donations	401,050	-	401,050
Revenue for Indirect Cost Allocation	220,000	-	220,000
Transfer from Criminal Court	523	-	523
Indirect Cost Allocation Reimbursement	604,700	-	604,700
<b>TOTAL REVENUES</b>	<b><u>34,015,622</u></b>	<b><u>300,000</u></b>	<b><u>34,315,622</u></b>

David G. Wedge  
307 Second Street, Des Allemands, LA 70030  
Phone: (504) 481 0719  
Email: [wedgeda@aol.com](mailto:wedgeda@aol.com)



April 10, 2013

St Charles Parish Council  
15045 River Road  
Hahnville, La.  
70057

I hereby request to address the council at their April 22, 2013 meeting. My topic will be Levees, Sunset Drainage District, and Requirements to address the council article 7 sections 1

Respectfully,

A handwritten signature in black ink, appearing to read "David Wedge", with a long horizontal flourish extending to the right.

David Wedge

2013-0149

PETITION TO ADDRESS THE COUNCIL

St. Charles Parish Council Chairman  
P. O. Box 302  
Hahnville, LA 70057  
(985) 783-5000

Today's Date: 4-12-13



Dear Chairman:

Please place my name to address the Council on:

DATE: 4-12-13  
SPECIFIC TOPIC: FEMA maps lobbying

(\*see specific guidelines on reverse and refer to Parish Charter- Article VII., Sec. I.)

DOCUMENTS, IF ANY: YES  NO

NAME: Telesia Batte

MAILING ADDRESS: 151 Pine St.  
Des Allemands LA 70030

PHONE: 985-758-9346 Cell: 225-505-0191

SIGNATURE: Telesia Batte

Dear Constituent:

Thank you for your active participation. Your views and comments will be considered by the Council in making our decisions. The Council has a considerable amount of business to conduct in a limited amount of time, therefore, please note the following items that are expected of you:

- > The Home Rule Charter provides for citizens to address the Council. It makes no provision for initiating debate, discussion, or question and answer sessions with Councilmembers or Administration Officials. Your right is also guaranteed to examine public documents as you prepare your presentation. Should you have any questions for Councilmembers and/or Department Heads as you prepare, please forward such inquiries to the Council Office to insure a timely response. Should you wish to speak to any Official or Department personally, a complete list of contact information will be furnished at your request.
- > Please be brief and limit your comments to the specific subject matter on which you have requested to address the Council.
- > Please forward supporting documents to the Council Secretary for distribution to the Parish Council before your scheduled appearance in order for the Council to prepare themselves, if necessary.
- > Upon completion of your allotted time to address the Council, please respect the time given to Councilmembers to respond to your comments by not interrupting or interjecting remarks.
- > Slanderous remarks and comments will not be tolerated. If slanderous remarks or comments are made, your opportunity to address the Council will end, regardless of the remaining time left to address the Council.
- > Repetitious comments and subject matter will be strictly limited.

A confirmation letter will follow when your name is placed on the agenda.

Sincerely,  
*Wendy Benedetto*  
WENDY BENEDETTO  
COUNCIL CHAIRMAN

(OVER)



PETITION TO ADDRESS THE COUNCIL

2013-0150

136

St. Charles Parish Council Chairman  
P. O. Box 302  
Hahnville, LA 70057  
(985) 783-5000

Today's Date: April 12, 2013

Dear Chairman:

Please place my name to address the Council on:

DATE: Monday, April 22, 2013

SPECIFIC TOPIC: Proposed FEMA maps, appeal, seclusion & science.

(\*see specific guidelines on reverse and refer to Parish Charter-- Article VII., Sec. I.)

DOCUMENTS, IF ANY: YES  NO

NAME: Catherine Porthouse

MAILING ADDRESS: 113 Dixie Drive  
Des Allemands, LA 70030

PHONE: 504-667-2092

SIGNATURE: Catherine Porthouse



Dear Constituent:

Thank you for your active participation. Your views and comments will be considered by the Council in making our decisions. The Council has a considerable amount of business to conduct in a limited amount of time, therefore, please note the following items that are expected of you:

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  - > Repetitious comments and subject matter will be strictly limited.
- A confirmation letter will follow when your name is placed on the agenda.

Sincerely,  
*Wendy Benedetto*  
WENDY BENEDETTO  
COUNCIL CHAIRMAN

(OVER)



2013-0151

137



PETITION TO ADDRESS THE COUNCIL

St. Charles Parish Council Chairman  
P. O. Box 302  
Hahnville, LA 70057  
(985) 783 5000

Today's Date

Dear Chairman:

Please place my name to address the Council on

DATE

4/12/13

SPECIFIC TOPIC

ROLE OF LAW, CIVILITY, AND RESPECT

(\*see specific guidelines on reverse and refer to Parish Charter Article VII, Sec. 1.)

DOCUMENTS, IF ANY YES (NO)

NAME:

MILTON J. ALLEMAND, JR

MAILING ADDRESS:

48 RIVER PARK DRIVE

HAHNVILLE, LA 70057

PHONE:

985 783 2210

SIGNATURE

Milton J. Allemand, Jr



Dear Constituent

Thank you for your active participation. Your views and comments will be considered by the Council in making our decisions. The Council has a considerable amount of business to conduct in a limited amount of time, therefore, please note the following items that are expected of you:

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- Repetitious comments and subject matter will be strictly limited.

A confirmation letter will follow when your name is placed on the agenda.

Sincerely,  
*Wendy Benedetto*  
WENDY BENEDETTO  
COUNCIL CHAIRMAN

(OVER)

2013-0152

PETITION TO ADDRESS THE COUNCIL

St. Charles Parish Council Chairman  
 P. O. Box 302  
 Hahnville, LA 70057  
 (985) 783-5000

Today's Date: 4-12-13

Dear Chairman:

Please place my name to address the Council on:

DATE: 4-22-13

SPECIFIC TOPIC: Bayou Gauche Area

(\*see specific guidelines on reverse and refer to Parish Charter-- Article VII., Sec. 1.)

DOCUMENTS, IF ANY: YES / NO

NAME: Ann Marie Morvant

MAILING ADDRESS: 129 Bayou Est. South  
 Des Allemands La 70030

PHONE: 985 758 8812 or 504 318 5633

SIGNATURE: *Ann Marie Morvant*

Dear Constituent:

Thank you for your active participation. Your views and comments will be considered by the Council in making our decisions. The Council has a considerable amount of business to conduct in a limited amount of time, therefore, please note the following items that are expected of you:

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- > Repetitious comments and subject matter will be strictly limited.

A confirmation letter will follow when your name is placed on the agenda.

Sincerely,  
*Wendy Benedetto*  
 WENDY BENEDETTO  
 COUNCIL CHAIRMAN

(OVER)

Microsoft Apr 14 13 07:53a  
 Microsoft Mar 28 13 10:39a  
 50422734362 p.1  
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2013-0153

PETITION TO ADDRESS THE COUNCIL

Today's Date:

4/15/13

St. Charles Parish Council Chairman  
P. O. Box 302  
Hahnville, LA 70057  
(985) 783-5000



Dear Chairman:

Please place my name to address the Council on:

DATE:

4-22-13

SPECIFIC TOPIC:

Biggert-Waters act of 2012 -  
Suggestions for Dealing With  
Proposed New Flood Zones and  
Extreme Flood Rates

(\*see specific guidelines on reverse and refer to Parish Charter- Article VII., Sec. I.)

SUMMARY

DOCUMENTS, IF ANY:

YES / NO

NAME:

Frank Whiteside

MAILING ADDRESS:

150 Bayou Estates South  
Des Allemands, LA 70030 (Bayou Gauche)

PHONE:

985-758-8295

SIGNATURE

Frank Whiteside

Dear Constituent:

Thank you for your active participation. Your views and comments will be considered by the Council in making our decisions. The Council has a considerable amount of business to conduct in a limited amount of time, therefore, please note the following items that are expected of you:

- > The Home Rule Charter provides for citizens to address the Council. It makes no provision for initiating debate, discussion, or question and answer sessions with Councilmembers or Administration Officials. Your right is also guaranteed to examine public documents as you prepare your presentation. Should you have any questions for Councilmembers and/or Department Heads as you prepare, please forward such inquiries to the Council Office to insure a timely response. Should you wish to speak to any Official or Department personally, a complete list of contact information will be furnished at your request.
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A confirmation letter will follow when your name is placed on the agenda.

Sincerely,

Wendy Benedetto

WENDY BENEDETTO  
COUNCIL CHAIRMAN

(OVER)

Summary: Biggert-Waters Act of 2012--Suggestions for Dealing with Proposed New Flood Zones and Extreme Flood Insurance Rates

Frank Whiteside Bayou Gauche

1. The Parish President, Council members and residents of affected areas must UNITE in our effort to fight the injustice of proposed new flood zones and extreme flood insurance rates. Both East Bank and West Bank will be severely affected by the consequences if the proposed items go into effect.
2. We must all work together to immediately create a workable flood-protection plan for the Sunshine Drainage District and a source of funding.
3. I ask that Parish officials send a unanimous resolution to our U.S. Senators and Representatives to attempt a REPEAL (or AMEND parts of the act that severely impact us if full repeal does not have enough support). They need to make Congress aware of the horrible impact that this Act will have on many of our residents.
4. Appeal the West Bank FEMA maps and the horrendously high flood insurance rates and keep the "grandfather" clauses in effect permanently for affected homeowners and business owners and those who might purchase these properties.
5. As a last resort, St. Charles Parish should help affected residents file a class action lawsuit for the economic destruction the Act and FEMA is attempting to inflict on us. The argument could center on the fact that residents of the affected areas were already living/building in a government-designated "X" (non-flood) zone (since 1983), and therefore, all residents/businesses must be "grandfathered" at the "X" zone flood insurance rates. To change the law after-the-fact (ex-post-facto) to deprive residents of rights under a previous law to force them into an "AE" (flood zone) and force unbearable flood insurance rates on them, would destroy their families, their property values (homes, businesses, land), jobs and financial stability which could result in loss of their homes and property. To unlawfully remove the "grandfather" clause is not only illegal, but IMMORAL. Not only would this damage residences and businesses, but it would deprive St. Charles Parish of population and a major tax base.
6. Should legal action fall short of victory, impacted residents/businesses/landowners should be entitled to a "buyout" by the federal government at a value that existed before these unjust laws were cast upon us.

**2013-0142**

**INTRODUCED BY: V.J. ST. PIERRE, JR, PARISH PRESIDENT  
(DEPARTMENT OF PLANNING & ZONING)**

**RESOLUTION NO. \_\_\_\_\_**

A resolution providing mandatory supporting authorization to Brennen Friloux to endorse the Planning and Zoning Commission positive recommendation for a R-3 use in a C-2 zoning district, to construct a duplex residence, at 10628 River Road (Lot B-2, portion of Lot 5 of Part of the Baptiste St. Amant Tract), Ama.

**WHEREAS,** the St. Charles Parish Zoning Ordinance of 1981 (as amended) requires a supporting resolution of the Parish Council in conjunction with Special Permit Use request for a R-3 use in a C-2 zoning district; and,

**WHEREAS,** the applicant, Brennen Friloux, desires to construct a duplex at 10628 River Road, Ama; and,

**WHEREAS,** the Planning and Zoning Commission at their regular meeting of April 4, 2013, approved PZSPU-2013-04 for R-3 use in a C-2 zoning district with a stipulation limiting the density of said property to two units.

**NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL,** does hereby provide this supporting resolution to Brennen Friloux to endorse the Planning and Zoning Commission positive recommendation of PZSPU-2013-04 for a R-3 use in a C-2 zoning district, with the condition that the density of the property be limited to a duplex, at 10628 River Road (Lot B-2, portion of Lot 5 of Part of the Baptiste St. Amant Tract), Ama.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

And the resolution was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

---

**RECOMMENDATIONS AT A GLANCE**

PZSPU-2013-04 requested by Brennen Friloux for special permit for an R-3 use in a C-2 zoning district, to construct a duplex residence at 10628 River Road (Lot B-2, portion of Lot 5 of Part of the Baptiste St. Amant Tract), Ama. Council District 2.

**Planning Department Recommendation:**

Approval with stipulation that no more than 2 units are approved.

**Planning Commission Recommendation:**

Approval with stipulation that no more than 2 units are approved.

Mr. Gibbs: Next item on the agenda is **PZSPU-2013-04** requested by **Brennen Friloux** for special permit for an R-3 use in a C-2 zoning district, to construct a duplex residence at **10628 River Road** (Lot B-2, portion of Lot 5 of Part of the Baptiste St. Amant Tract), **Ama**. Council District 2. Mr. Romano.

Mr. Romano: The applicant requests a special permit for an R-3 use on land zoned C-2. The purpose of the request is to convert an existing vacant commercial building into a 2-unit duplex. In the recent past, the structure operated as a restaurant and for a brief time as a bar. But since approximately 2005, the building has remained vacant. The structure was purchased by the applicant began renovations. In consultation with the Department, the applicant was advised that the site was constrained by parking. The applicant then concluded that a more reasonable use of the building would be for residential rental and decided to convert it to a duplex. The C-2 zoning district allows R-3 (Multifamily) uses with a special permit and supporting resolution of the council.

Land uses within the immediate area are primarily residential in nature with an exception of a barber shop nearby. Developing this site as a residential rental would not conflict with the neighborhood uses. Presently, there are single family homes in the area that are, or can be rented. There are several benefits to the community that will result if the building is converted to an active use. Most importantly, it will add 2 rental units into the market, which is a need that is greatly underserved, including in Ama.

Although the request is to allow R-3 uses in C-2, the site plan indicates the intention to build 2 units. Because a Special Permit Use requires site plans be submitted with an application, the approval is tied to that specific plan. For example, an applicant cannot receive approval for 2 units and then subsequently decide to build a whole apartment complex. To provide clarification upon permitting, Staff recommends a stipulation restricting the density to 2 units.

This application appears to meet all eight of the special permit criteria. Plan 2030 designation of "General Commercial" intends to offer areas to accommodate light commercial but nothing in that designation is intended to prohibit residential uses or mixed uses. Furthermore, there is evidence of unsuccessful attempts to develop the site commercially. So the site seems to be more conducive for a residential use. A duplex at this location would be a less intensive land use than what could otherwise occur within the C-2 zoning district. Criteria b through h are satisfied by the fact that the structure already exists and that the proposed special permit should result in a less intense land use than what current zoning allows. Less off street parking will be required and thus less potential impacts will result from the residential use as opposed to how the site is currently zoned. There will be less chance of overflow parking spilling out all around the site.

The department recommends approval with the following stipulation:

**No more than 2 units are approved**

Mr. Gibbs: Thank you Mr. Romano. This is a public hearing for PZSPU-2013-04. Is there anyone in the audience to speak for or against?

Good Evening my name is Brennen Friloux. I live at 123 Wanda Street, Luling. I grew up in Ama all of my life and I purchased this property because it was run down and it has been vacant since 2005 like they said. The roof was falling in, the walls were rotted out. I have rentals in Ama already. The building has been dilapidated, falling apart. I bought it, I was going to make it into a store and I had to cut the building back for parking and then I decided talking to some of neighbors in the area and people because I know a lot of people in Ama. A store would not do that good, it would probably close down again and if it did work, people would be loitering, throwing stuff around and it would be really bad on the neighbors. The building is going to be 2 units 1700 sq. ft. a piece, which is pretty big, 3 bedrooms, 1 bath and that's about it. Like I said the building has been run down.

Mr. Clulee: Mr. Chairman, I've been knowing Mr. Friloux all of his life and I think he did a good job with the building, it used to be a restaurant years ago. I'm all for it, it's in my district and I appreciate your support.

Mr. Gibbs: Thank you Mr. Clulee. Thank you Mr. Friloux. Anyone else to speak on PZSPU-2013-04?

My name is Floyd Williams and I live right next door at 147 St. Joe Street, Ama. I would rather not see that become an apartment complex because the type of neighbors that it brings into your neighborhood. Right now Ama is nice and peaceful and quiet at night. We don't have to worry about much crime. I'm not saying that it's going to bring that type of people, but normally when you get an apartment complex, you don't know what kind of people are coming in there. So I live right there and I enjoy the way life is right now in Ama and I would much rather see it stay that way, nice and peaceful at night.

Mr. Clulee: Mr. Williams what Mr. Friloux is trying to do is get less intensive. In other words he's C-2 right now, he's commercial right now and he's going to residential and it's only 2 units, 2 houses so to speak. But if he would get into commercial stuff, you are liable to have more activity and all.

Mr. Williams: I understand what you are saying, we already have one problem in Ama, Michael Street with all the trailers. One night there was a guy back there playing music well after 1 o'clock, I called the police twice, not only me, I had some other friends call also. I watched the police go over there where the music was coming from, I'm looking at it, he's backing out with the vehicle, music steadily playing, he didn't stop the guy from playing the music, I don't know why, but that's why I'm speaking up. I rather not see that become an apartment complex simply because I don't know what kind of people is going to be there. Not only that, when Jimmy had the seafood place there, there was a problem with the sewer over there, water was always running over on our side on the street and that was never taken care of I don't believe.

Mr. Gibbs: Thank you Mr. Williams. Anyone else to speak in favor or against PZSPU-2013-04?

Joseph Williams, I live at 147 St. Joe and like he said there is always water in that street. I don't know if it came from sewerage or drainage, but that street stayed wet. Now that he is out, you don't see water there now. It's always wet in there. Another thing, the street is so small, I don't know how he's going to put that type of building in there.

Mr. Gibbs: Thank you Mr. Williams. Is there anyone else to speak for PZSPU-2013-04? Seeing none.

Mr. Booth: I'd like to make a motion to stipulate that there is no more than 2 units as stated in the evaluation that way we keep down the apartment building so that it won't negatively impact the neighborhood.

Mr. Clulee: Second.

Mr. Gibbs: Cast your vote please.

YEAS: Pierre, Foster, Booth Gibbs, Galliano, Clulee, Frangella  
NAYS: None  
ABSENT: None

Mr. Gibbs: And that is unanimous. Mr. Friloux that does go to the Council set for April 22.

---

## St. Charles Parish Department of Planning & Zoning

### LAND USE REPORT CASE NUMBER: PZSPU-2013-04

#### GENERAL APPLICATION INFORMATION

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>◆ <b>Name/Address of Applicant:</b><br/>Brennen Friloux<br/>123 Wanda Drive<br/>Luling, LA 70070<br/>504.559.0568</li> <li>◆ <b>Location of Site:</b><br/>10628 River Rd (at St. Joe Street), Ama</li> <li>◆ <b>Requested Action:</b><br/>Special Permit Use</li> </ul> | <ul style="list-style-type: none"> <li><b>Application Date:</b><br/>2/22/13</li> <li><b>Purpose of Requested Action:</b><br/>R-2 use in a C-2 zoning district.</li> </ul> |
|--|---|

#### SITE – SPECIFIC INFORMATION

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>◆ <b>Size of Parcel:</b><br/>Approximately 10,000 sq. ft.</li> <li>◆ <b>Existing Land Use and Zoning:</b><br/>C-2, Vacant commercial building</li> <li>◆ <b>Surrounding Land Uses and Zoning:</b><br/>C-2 zoning on sides,<br/>Residential &amp; light commercial land uses</li> <li>◆ <b>Utilities:</b><br/>Existing</li> </ul> | <ul style="list-style-type: none"> <li><b>Plan 2030 Recommendation:</b><br/>General Commercial</li> <li><b>Traffic Access:</b><br/>River Road</li> <li><b>Floodplain Information:</b><br/>X</li> </ul> |
|---|--|

#### APPLICABLE REGULATIONS

##### Appendix A., Section VI.

##### C. [III] C-2 General commercial district:

##### 1. Use Regulations:

- c. Special permit uses and structures:
- (2) R-3 uses upon review and approval by the Planning Commission and supporting resolution of the Council.

##### AND:

##### Appendix A, Zoning Ordinance, Section IV.

*9. Review and evaluation criteria/special permit use and special exception use: The appropriate decision-making agent and/or body shall review and evaluate each application based upon the following relevant criteria:*

- a. Comparison with applicable standards established by the Comprehensive Land Use Plan as applied to the proposed use and site.
- b. Compatibility with existing or permitted uses on abutting sites, in terms of building construction, site development, and transportation related features.
- c. Potentially unfavorable effects or impact on other existing conforming or permitted uses on abutting sites, to the extent such impacts exceed those impacts expected from a standard permitted use in the applicable zoning district.
- d. Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonable and anticipated in the area considering existing zoning and uses in the area.

- e. Protection of persons and property from erosion, flood or water damage, fire, noise, glare, and similar hazards or impacts.
- f. Adequacy and convenience of off-street parking and loading facilities and protection of adjacent property from glare of site lighting.
- g. Conformity with the objectives of these regulations and the general purposes of the zone in which the site is located.
- h. That any conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses and to ensure compatibility of the proposed use with existing or permitted uses in the same district and the surrounding area.

The above criteria listed in a--g is to be considered illustrative and not restrictive, and other criteria may be considered although not specifically listed above if said criteria affects [affect] the general welfare and safety of the public at large.

### ANALYSIS

The applicant requests a special permit for an R-3 use on land zoned C-2. The purpose of the request is to convert an existing vacant commercial building into a 2-unit duplex. In the recent past, the structure operated as a restaurant and for a brief time as a bar. But since approximately 2005, the building has remained vacant. The structure was purchased by the applicant began renovations. In consultation with the Department, the applicant was advised that the site was constrained by parking. The applicant then concluded that a more reasonable use of the building would be for residential rental and decided to convert it to a duplex. The C-2 zoning district allows R-3 (Multifamily) uses with a special permit and supporting resolution of the council.

Land uses within the immediate area are primarily residential in nature with an exception of a barber shop nearby. Developing this site as a residential rental would not conflict with the neighborhood uses. Presently, there are single family homes in the area that are, or can be rented. There are several benefits to the community that will result if the building is converted to an active use. Most importantly, it will add 2 rental units into the market, which is a need that is greatly underserved, including in Ama.

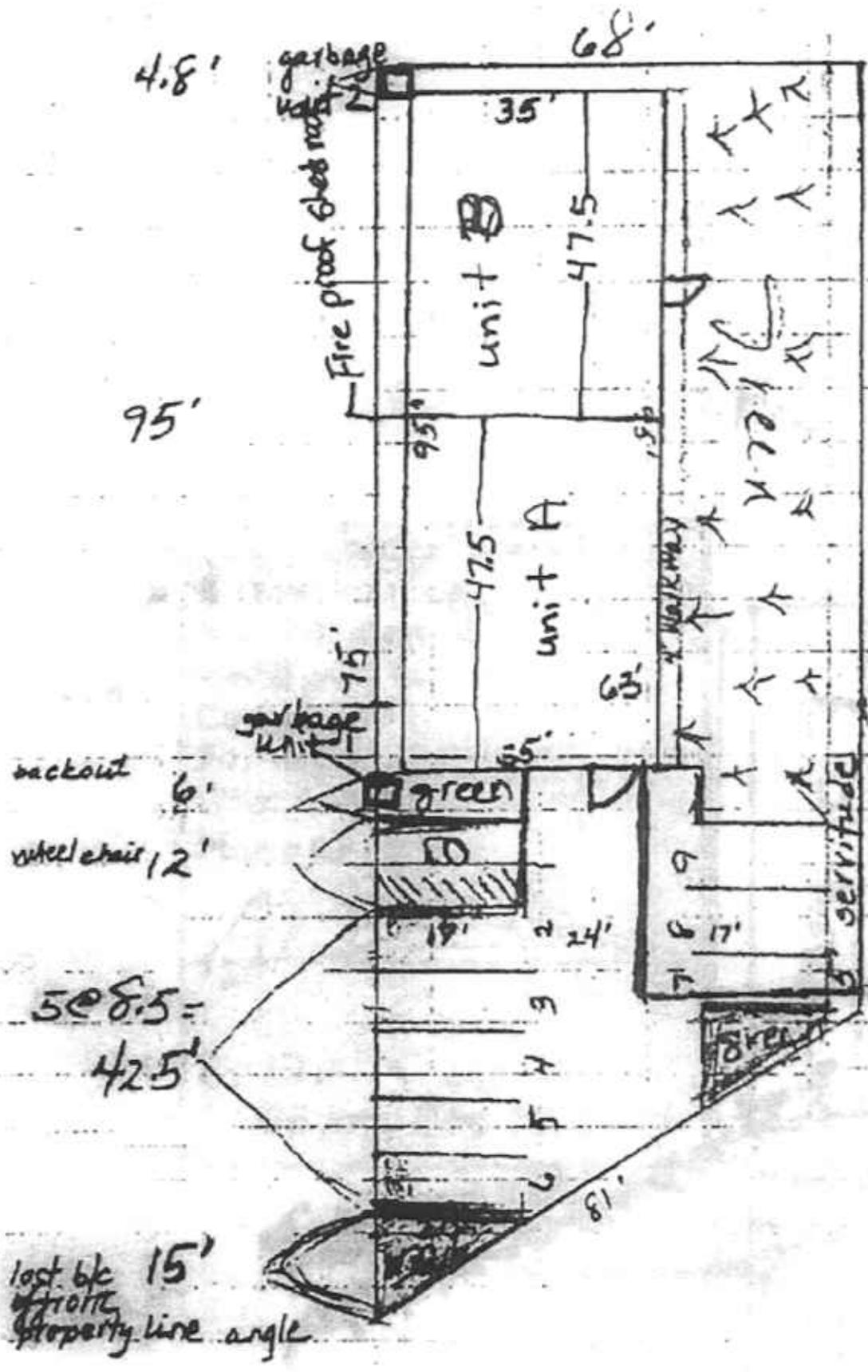
Although the request is to allow R-3 uses in C-2, the site plan indicates the intention to build 2 units. Because a Special Permit Use requires site plans be submitted with an application, the approval is tied to that specific plan. For example, an applicant cannot receive approval for 2 units and then subsequently decide to build a whole apartment complex. To provide clarification upon permitting, Staff recommends a stipulation restricting the density to 2 units.

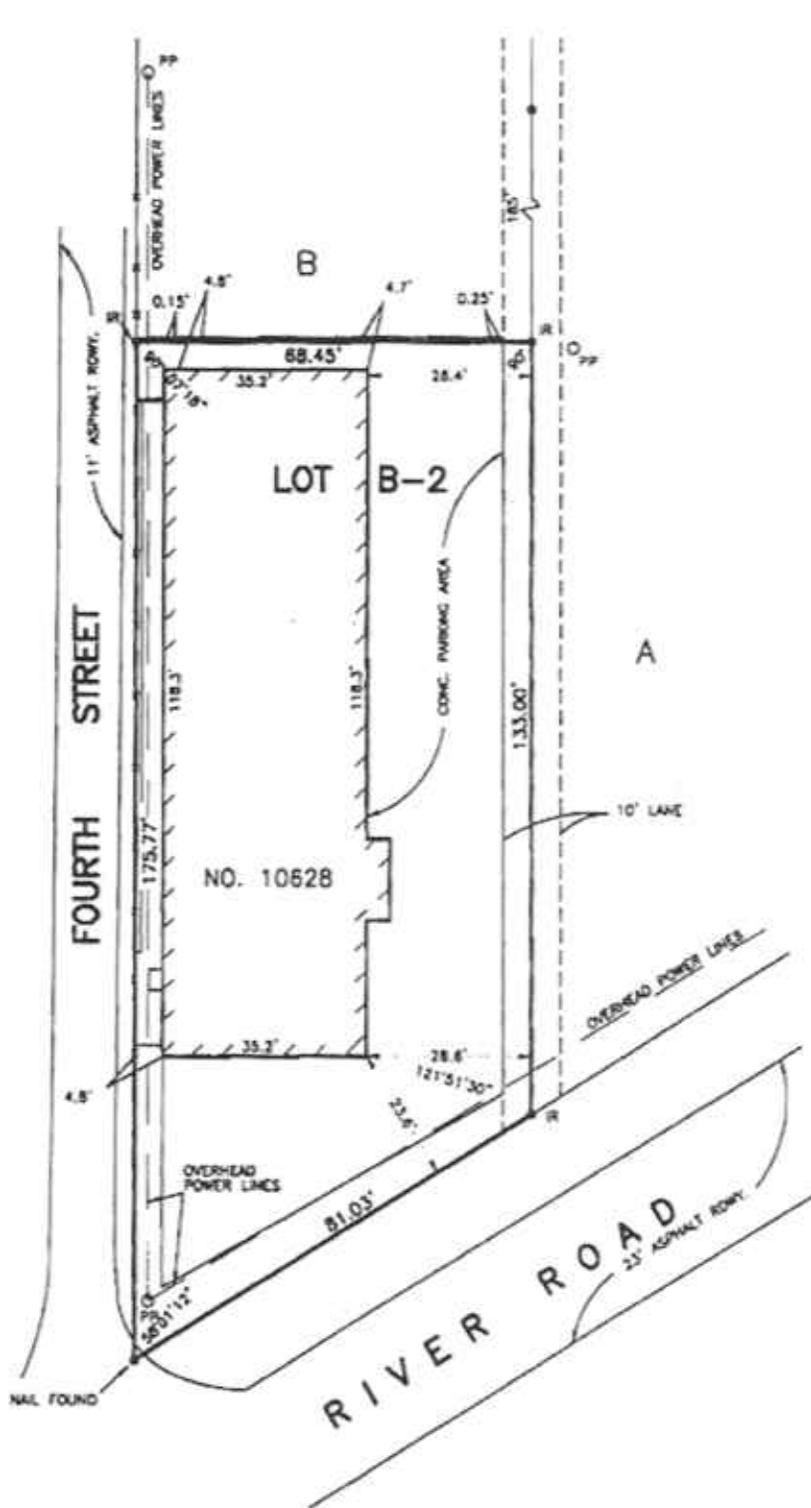
This application appears to meet all eight of the special permit criteria. Plan 2030 designation of "General Commercial" intends to offer areas to accommodate light commercial but nothing in that designation is intended to prohibit residential uses or mixed uses. Furthermore, there is evidence of unsuccessful attempts to develop the site commercially. So the site seems to be more conducive for a residential use. A duplex at this location would be a less intensive land use than what could otherwise occur within the C-2 zoning district. Criteria b through h are satisfied by the fact that the structure already exists and that the proposed special permit should result in a less intense land use than what current zoning allows. Less off street parking will be required and thus less potential impacts will result from the residential use as opposed to how the site is currently zoned. There will be less chance of overflow parking spilling out all around the site.

### DEPARTMENTAL RECOMMENDATIONS

Approval with the following stipulation:

1. No more than 2 units are approved.





**SURVEY OF LOT B-2  
BEING A PORTION OF LOT 5  
OF PARTITION OF PART OF BAPTISTE ST. AMANT TRACT  
IN SECTION 34, T13S - R21E  
ST. CHARLES PARISH, LOUISIANA**

SCALE: 1" = 30'

JULY 15, 1992  
UPDATED SEPTEMBER 7, 1999

CERTIFIED TO MAGNOLIA TITLE AGENCY, INC.,  
COMMONWEALTH LAND TITLE INSURANCE COMPANY,  
WHITNEY NATIONAL BANK  
& JEFFERSON HIGHWAY INVESTMENTS, L.L.C.

LEGEND  
● - FOUND  
PP - POWER POLE

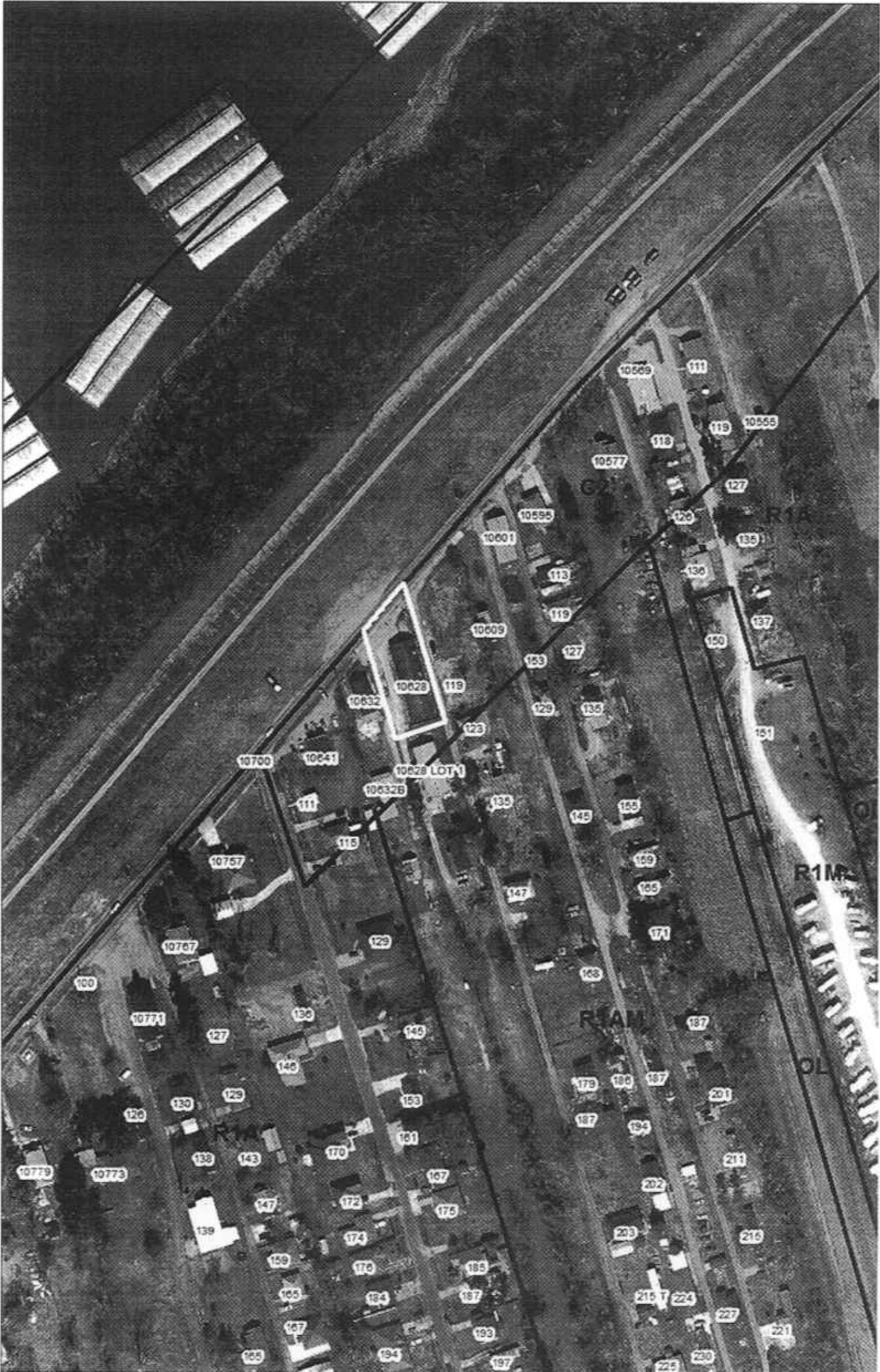
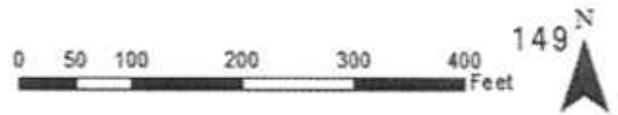
I certify that this plat represents an actual ground survey performed under my supervision and is in accordance with the Louisiana standards of practice for a Class C survey.

LUCIEN C. GASSEN, PLS  
Registration No. 353  
LULING, LOUISIANA 70070

The subdivision plat shows no servitudes and no information regarding servitudes was furnished by the owner or his agent. No further research regarding servitudes was performed for this survey.

This is to certify that I have consulted the Flood Insurance Rate Maps and found that this property is in Zone X.

PZSPU-2013-04  
REQUESTED BY: BRENNEN FRILOUX  
10628 RIVER RD  
R-3 USE ON LOT ZONED C-2



2013-0144

INTRODUCED BY: **V.J. ST. PIERRE, JR., PARISH PRESIDENT**  
**(DEPARTMENT OF WASTEWATER)**

RESOLUTION NO. \_\_\_\_\_

A resolution notifying the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report for **LA0032131 - Luling Oxidation Pond**, and set forth the required action.

**WHEREAS,** the Louisiana Department of Environmental Quality Municipal Water Pollution Prevention Environmental Audit Report Program is designed to encourage municipal wastewater facilities to provide compliance maintenance prior to becoming noncompliant; and,

**WHEREAS,** it is necessary to submit the Environmental Audit to the Louisiana Department of Environmental Quality along with this resolution.

**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL,** do hereby notify the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report and sets forth the following action necessary to maintain permit requirements contained in **The Luling Oxidation Pond**:

- a. The Department has a Capacity, Management, Operation and Maintenance (CMOM) Program in place, which consists of a continuous program of monitoring, smoke testing, and upgrading of existing sewer collection lines. The Department also uses its TV camera equipment to inspect the gravity lines in the system.
- b. The Department has a preventive maintenance program. This program consists of upgrading and rehabilitation of manholes, collection lines and lift stations including control panels.
- c. Domestic waste from the communities/areas of Luling, Boutte, Willowdale, Willowridge, Mimosa, Lakewood, Ama, and Davis Plantation is treated through the Luling Oxidation Pond.
- d. In accordance with the conditions of the LDEQ State Revolving Loan Fund, the Wastewater Department will continue to repair manholes and sewer collection system lines that are old and dilapidated to prevent excessive inflow and infiltration causing overflows, bypasses and permit violations.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

And the resolution was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, to become effective five (5) days after publication in the Official Journal.

WSTEWATRAUD-4-2013-Luling

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_



# LOUISIANA

## MUNICIPAL WATER POLLUTION PREVENTION

### MWPP

Facility Name:	Luling Oxidation Pond
LPDES Permit Number:	LA0032131
Agency Interest (AI) Number:	AI 43356
Address:	Post Office Box 302 Hahnville, Louisiana 70057
Parish:	St. Charles
(Person Completing Form) Name:	Angela Troxler
Title:	Laboratory Coordinator
Date Completed:	April 8, 2013

Permit #: LA0032131

#### PART I: INFLUENT FLOWLOADINGS (all plants)

A. List the average monthly volumetric flows and BOD loadings received at your facility during the last reporting year.

Column 1 Average Monthly Flow (million gallons per day, MGD)	Column 2 Average Monthly BOD <sub>5</sub> Concentration (mg/l)	Column 3 Average Monthly BOD <sub>5</sub> Loading (pounds per day, lb/day)
2.222	95	1760
1.956	103	1680
2.965	84	2077
.809	49	331
1.285	119	1275
1.425	150	1783
1.909	120	1911
3.001	84	2102
.864	46	331
.543	96	435
2.1	229	4010
3.282	108	2956

BOD loading = Average Monthly Flow (in MGD) x Average Monthly BOD concentration (in mg/l) x 8.34

B. List the design flow and design BOD loading for your facility in the blanks below. If you are not aware of these design quantities, refer to your Operation and Maintenance (O&M) Manual or contact your consulting engineer.

Design Flow, MGD:	3.2	2.88
Design BOD, lb/day:	5,338	4,804

**PART 2: EFFLUENT QUALITY / PLANT PERFORMANCE**

A. List the monthly average effluent BOD and TSS concentrations produced by your facility during the last reporting year.

Month	Column 1 Average Monthly BOD (mg/l)	Column 2 Average Monthly TSS (mg/l)
February 2012	13	11
March 2012	17	19
April 2012	19	25
May 2012	18	52
June 2012	19	28
July 2012	21	36
August 2012	15	34
September 2012	20	64
October 2012	25	37
November 2012	26	28
December 2012	16	12
January 2013	15	13

B. List the monthly average permit limits for your facility in the blanks below.

BOD, mg/l	Permit Limit	90% of Permit Limit
30	30	27
TSS, mg/l	Permit Limit	90% of Permit Limit
90	90	81

C. How many months did the monthly flow (Column 1) to the wastewater treatment facility (WWTF) exceed 90% of design flow? Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	0	0	0	0	5	5	5	5	5	5	5	5

Write 0 or 5 in the C point total box  C Point Total

D. How many months did the monthly flow (Column 1) to the WWTF exceed the design flow? Circle the number of months and corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	5	5	10	10	15	15	15	15	15	15	15	15

Write 0, 5, 10 or 15 in the D point total box  D Point Total

E. How many months did the monthly BOD loading (Column 3) to the WWTF exceed 90% of the design loading? Circle the number of months and corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	0	5	5	10	10	10	10	10	10	10	10	10

Write 0, 5, or 10 in the E point total box  E Point Total

F. How many months did the monthly BOD loading (Column 3) to the WWTF exceed the design loading? Circle the number of months and corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	10	20	30	40	50	50	50	50	50	50	50	50

Write 0, 10, 20, 30, 40 or 50 in the F point total box  F Point Total

G. Add together each point total for C through F and place this sum in the box below at the right.

TOTAL POINT VALUE FOR PART 1:  (max = 80)

Also enter this value or 80, whichever is less, on the point calculation table on page 16.

D. Other Monitoring and Limitations

i. At any time in the past year was there an exceedance of a permit limit for other pollutants such as: ammonia-nitrogen, phosphorus, pH, total residual chlorine, or fecal coliform?

✓ Check one box.  Yes  No *If Yes, Please describe:*

ii. At any time in the past year was there a "failure" of a Biomonitoring (Whole Effluent Toxicity) test of the effluent?

✓ Check one box.  Yes  No *If Yes, Please describe:*

iii. At any time in the past year was there an exceedance of a permit limit for a toxic substance?

✓ Check one box.  Yes  No *If Yes, Please describe:*

C. Continuous Discharge to Surface Water.

i. How many months did the effluent BOD (Column 1) exceed 90% of the permit limits? Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	0	10	20	30	40	40	40	40	40	40	40	40

Write 0, 10, 20, 30 or 40 in the i point total box  i Point Total

ii. How many months did the effluent BOD (Column 1) exceed permit limits? Circle the number of months and corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	5	5	10	10	10	10	10	10	10	10	10	10

Write 0, 5, or 10 in the ii point total box  ii Point Total

iii. How many months did the effluent TSS (Column 2) exceed 90% of the permit limits? Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	0	10	20	30	40	40	40	40	40	40	40	40

Write 0, 10, 20, 30 or 40 in the iii point total box  iii Point Total

iv. How many months did the effluent TSS (Column 2) exceed permit limits? Circle the number of months and corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	5	5	10	10	10	10	10	10	10	10	10	10

Write 0, 5, or 10 in the iv point total box  iv Point Total

v. Add together each point total for i through iv and place this sum in the box below at the right.

TOTAL POINT VALUE FOR PART 2:  (max = 100)

Also enter this value or 100, whichever is less, on the point calculation table on page 16.

Permit #: LA0032131

**PART 3: AGE OF THE WASTEWATER TREATMENT FACILITY**

A. What year was the wastewater treatment facility constructed or last major expansion/improvements completed? 1994

Current Year = 2013 Answer to A = 1994 Age in years = 19

Enter Age in Part C below.

B.  Check the type of treatment facility that is employed.

**FACTOR:**

- Mechanical Treatment Plant (trickling filter, activated sludge, etc...) Specify Type: \_\_\_\_\_ FACTOR: 2.5
- Aerated Lagoon FACTOR: 2.0
- Stabilization Pond FACTOR: 1.5
- Other Specify Type: Aerated lagoon and sand filter FACTOR: 1.0

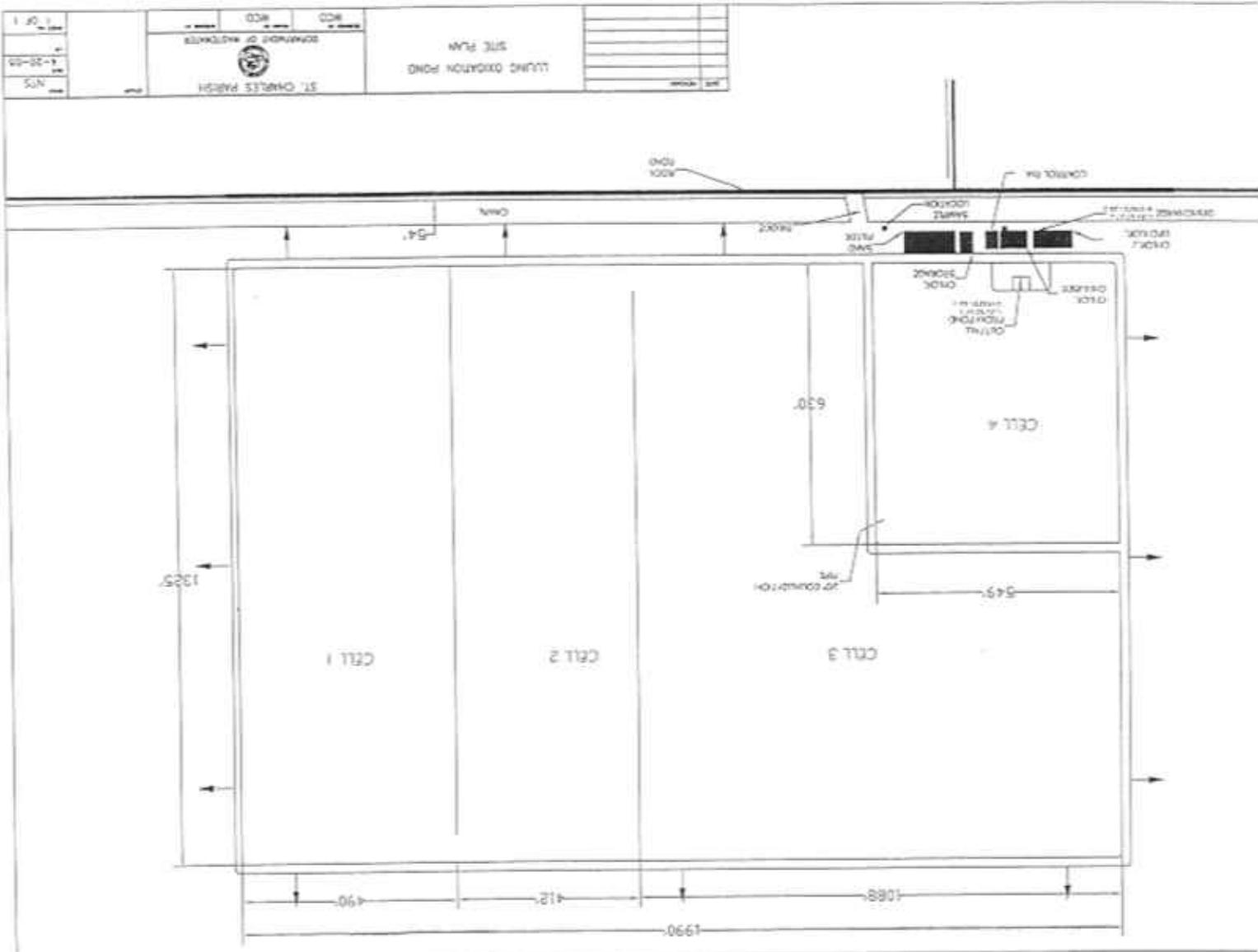
C. Multiply the factor listed next to the type of facility your community employs by the age of your facility to determine the total point value for Part 3.

**TOTAL POINT VALUE FOR PART 3 =**

$$\frac{1.0}{\text{Factor}} \times \frac{19}{\text{Age}} = \frac{19}{19} = 1 \text{ (max = 50)}$$

Also enter this value or 50, whichever is less, on the point calculation table on page 16.

D. Please attach a schematic of the treatment plant.



**PART 5: SLUDGE STORAGE AND DISPOSAL SITES**

- A. Sludge Storage
- How many months of sludge storage capacity does your facility have available, either on-site or off-site?
- Circle the number of months and the corresponding point total. Write the point total in the box below at the right.
- |        |     |    |    |     |     |
|--------|-----|----|----|-----|-----|
| months | < 2 | 2  | 3  | 4-5 | > 5 |
| points | 50  | 30 | 20 | 10  | 0   |
- Write 0, 10, 20, 30 or 40 in the A point total box  A Point Total
- B. For how many months does your facility have access to (and approval for) sufficient land disposal sites to provide proper land disposal?
- Circle the number of months and the corresponding point total. Write the point total in the box below at the right.
- |        |     |     |      |       |       |      |
|--------|-----|-----|------|-------|-------|------|
| months | < 2 | 2-5 | 6-11 | 12-23 | 24-35 | > 36 |
| points | 50  | 30  | 20   | 10    | 0     | 0    |
- Write 0, 10, 20, 30 or 40 in the B point total box  B Point Total
- C. Add together the A and B point values and place the sum in the box below at the right:
- TOTAL POINT VALUE FOR PART 5:**  (max = 100)
- Also enter this value or 100, whichever is less, on the point calculation table on page 16.

**PART 4: OVERFLOWS AND BYPASSES**

- A. List the number of times in the last year there was an overflow, bypass or unpermitted discharge of untreated or incompletely treated wastewater due to heavy rain:
- 8  Check one box.  0 = 0 points  3 = 15 points  
 1 = 5 points  4 = 30 points  
 2 = 10 points  5 or more = 50 points
- B. List the number of bypasses, overflows or unpermitted discharges shown in A (i) that were within the collection system and the number at the treatment plant
- Collection System: 7 Treatment Plant: 1
- C. List the number of times in the last year there was an overflow, bypass or unpermitted discharge of untreated or incompletely treated wastewater due to equipment failure, either at the treatment plant or due to pumping problems in the collection system:
- 10  Check one box.  0 = 0 points  3 = 15 points  
 1 = 5 points  4 = 30 points  
 2 = 10 points  5 or more = 50 points
- D. List the number of bypasses, overflows or unpermitted discharges shown in B (i) that were within the collection system and the number at the treatment plant
- Collection System: 10 Treatment Plant: 0
- E. Specify whether the bypasses came from the city/village/town sewer system or from contract or tributary communities/sanitary districts, etc...  
 City Sewer System
- F. Add the point values checked for A and B and place the total in the box below.

**TOTAL POINT VALUE FOR PART 4:**  (max = 100)

Also enter this value or 100, whichever is less, on the point calculation table on page 16.

List the person responsible (name and title) for reporting overflows, bypasses or unpermitted discharges to State and Federal authorities:

L. J. Brady, Assistant Director of Wastewater

Describe the procedure for gathering, compiling and reporting:  
 Overflows, bypasses and unpermitted discharges are submitted by the operator and reported to the appropriate agencies (SPOC, DEQ, EPA)

**PART 7: OPERATOR CERTIFICATION AND EDUCATION**

- A. What was the name of the operator-in-charge for the reporting year?  
 Name: Shawn Sinnott
- B. What is his or her certification number?  
 Cert.#: 12-1792
- C. What level of certification is the operator-in-charge required to have to operate the wastewater treatment facility?  
 Level Required: IV
- D. What is the level of certification of the operator-in-charge?  
 Level Certified: II
- E. Was the operator-in-charge of the report year certified at least at the grade level required in order to operate this plant?  
 ✓ Check one box.  Yes = 0 points  No = 50 points  
 Write 0 or 50 in the E point total box 50 E Point Total
- F. Has the operator-in-charge maintained recertification requirements during the reporting year?  
 ✓ Check one box.  Yes  No
- G. How many hours of continuing education has the operator-in-charge completed over the last two calendar years?  
 ✓ Check one box.  > 12 hours = 0 points  < 12 hours = 50 points  
 Write 0 or 50 in the G point total box 0 G Point Total
- H. Is there a written policy regarding continuing education training for wastewater treatment plant employees?  
 ✓ Check one box.  Yes  No  
 Explain: Training is outlined in the Department BMP, Plant Emergency Procedures, Chemical Release Contingency Plan, Plant O&M Manual and the Safety Manual
- I. What percentage of the continuing education expenses of the operator-in-charge were paid for:  
 By the permittee? 100% By the operator? 0%
- J. Add together the E and G point values and place the sum in the box below at the right.

TOTAL POINT VALUE FOR PART 7: 50 (max = 100)

Also enter this value or 100, whichever is less, on the point calculation table on page 16.

**PART 6: NEW DEVELOPMENT**

- A. Please provide the following information for the total of all sewer line extensions which were installed during the last year.  
 Design Population: 22,000  
 Design Flow: 3.2 MGD  
 Design BOD: 30-45 mg/l
- B. Has an industry (or other development) moved into the community or expanded production in the past year, such that either flow or pollutant loadings to the sewerage system were significantly increased (5% or greater)?  
 ✓ Check one box.  Yes = 15 points  No = 0 points  
 If Yes, Please describe:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 List any new pollutants:  
 \_\_\_\_\_  
 \_\_\_\_\_
- C. Is there any development (industrial, commercial or residential) anticipated in the next 2-3 years, such that either flow or pollutant loadings to the sewerage system could significantly increase?  
 ✓ Check one box.  Yes = 15 points  No = 0 points  
 If Yes, Please describe:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 List any new pollutants you anticipate:  
 \_\_\_\_\_  
 \_\_\_\_\_
- D. Add together the point value checked in B and C and place the sum in the box below.

TOTAL POINT VALUE FOR PART 6: 0 (max = 30)

Also enter this value or 30, whichever is less, on the point calculation table on page 16.

**PART 9: SUBJECTIVE EVALUATION**

- A. Collection System Maintenance
- i. Describe what sewer system maintenance work has been done in the last year.
- Routine maintenance. Repair damaged lines and lift stations. Clean and camera lines.
- ii. Describe what lift station work has been done in the last year.
- Pulled pumps, inspected wet wells, control panels, and all valves concerning lift stations. Replace defective equipment as necessary.
- iii. What collection system improvements does the community have under construction for the next 5 years?
- Build two new lift stations. Updates to the telemetry system. Upgrade two lift stations.

- B. If you have ponds please answer the following questions:
- ✓ Check one box.
- |   |   |  |
|---|---|--|
| i. Do you have duckweed buildup in the ponds?                                       | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| ii. Do you mow the dikes regularly (at least monthly), to the waters edge?          | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| iii. Do you have bushes or trees growing on the dikes or in the ponds?              | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| iv. Do you have excess sludge buildup (> 1foot) on the bottom of any of your ponds? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| v. Do you exercise all of your valves?  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| vi. Are your control manholes in good structural shape?                             | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| vii. Do you maintain at least 3 feet of freeboard in all of your ponds?             | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| viii. Do you visit your pond system at least weekly?                                | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |

**PART 8: FINANCIAL STATUS**

- A. Are User-Charge Revenues sufficient to cover operation and maintenance expenses?
- ✓ Check one box.  Yes  No *If No, How are O&M costs financed?*
- At the present time the User-Charge Revenues are sufficient to cover operation and maintenance expenses.
- B. What financial resources do you have available to pay for your wastewater improvements and reconstruction needs?
- Loans, grants and general fund.

Permit #: LA0032131

D. Preventive Maintenance

i. Does your plant have a written plan for preventive maintenance on major equipment items?

Yes  No *If Yes, Please describe:*

The Department's BMP as well as the manufacturer's manuals detailing PM and the Plant O&M Manual.

ii. Does this preventive maintenance program depict frequency of intervals, types of lubrication and other preventive maintenance tasks necessary for each piece of equipment?

Yes  No

iii. Are these preventive maintenance tasks, as well as equipment problems, being recorded and filed so future maintenance problems can be assured properly?

Yes  No

E. Sewer Use Ordinance

i. Does your community have a sewer use ordinance that limits or prohibits the discharge of excessive conventional pollutants (BOD, TSS or pH) or toxic substances to the sewer system from industries, commercial users and residences?

Yes  No *If Yes, Please describe:*

Ordinance 85-8-8 imposes BOD, TSS, pH, Oil and Grease, COD and Metals limits on discharges. All of the limits correspond to average domestic strength domestic waste.

ii. Has it been necessary to enforce?

Yes  No *If Yes, Please describe:*

We require all commercial and industrial users to abide by these limits.

iii. Any additional comments about your treatment plant or collection system? (Attach additional sheets if necessary.)

Permit #: LA0032131

C. Treatment Plants

i. Have the influent and effluent flow meters been calibrated in the last year?

Yes  No *(Check one box.)*

*Influent flow meter calibration date(s)* N/A *Effluent flow meter calibration date(s)* 12/20/12

ii. What problems, if any, have been experienced over the last year that have threatened treatment?

None

iii. Is your community presently involved in formal planning for treatment facility upgrade?

Yes  No *If Yes, Please describe:*

Permit #: LA0032131

POINT CALCULATION TABLE

	Actual Values	Maximum
Part 1: Influent Flow/Loadings	5	80 points
Part 2: Effluent Quality / Plant Performance	0	100 points
Part 3: Age of WWTF	19	50 points
Part 4: Overflows and Bypasses	100	100 points
Part 5: Ultimate Disposition of Sludge	0	100 points
Part 6: New Development	0	30 points
Part 7: Operator Certification Training	50	100 points

TOTAL POINTS:

174

**2013-0154**

**INTRODUCED BY: TERRELL D. WILSON, COUNCILMAN, DISTRICT I**  
**RESOLUTION NO. \_\_\_\_\_**

A resolution to amend Resolution No. 5984 requesting the Louisiana Department of Transportation and Development to install "NO PARKING" signs on both sides of LA 3160 where it intersects with Hwy. 18 (River Road), on the west side of LA 3160 install sign within 75 feet from the intersection of Hwy. 18, in Hahnville.

**WHEREAS,** on April 8, 2013, the St. Charles Parish Council adopted Resolution No. 5984 which requested Louisiana Department of Transportation and Development to install "NO PARKING" signs on both sides of LA 3160 where it intersects with Hwy. 18 (River Road), on the west side of LA 3160 install sign within 100 feet of the water meter, in Hahnville; and,

**WHEREAS,** large vehicles are parking along the shoulder of LA 3160 in Hahnville where it intersects Hwy. 18 (River Road) obstructing the visibility of patrons entering on Hwy. 18 from LA 3160 causing a hazardous situation; and,

**WHEREAS,** it is the desire of the Parish Council to install sign on the west side of LA 3160 within 75 feet from the intersection of Hwy. 18, in Hahnville.

**NOW THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL,** do hereby amend Resolution No. 5984 requesting the Louisiana Department of Transportation and Development to install "NO PARKING" signs on both sides of LA 3160 where it intersects with Hwy. 18 (River Road), on the west side of LA 3160 install sign within 75 feet from the intersection of Hwy. 18, in Hahnville.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

And the resolution was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, to become effective five (5) days after publication in the Official Journal.

Amend Resolution 5984 no parking on la 3160 and Hwy 18, Hahnville

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

2013-0112

INTRODUCED BY: TERRELL D. WILSON, COUNCILMAN, DISTRICT I  
 RESOLUTION NO. 5984

A resolution requesting the Louisiana Department of Transportation and Development to install "NO PARKING" signs on both sides of LA 3160 where it intersects with Hwy. 18 (River Road), on the west side of LA 3160 install sign within 100 feet of the water meter, in Hahnville.

**WHEREAS**, large vehicles are parking along the shoulder of LA 3160 in Hahnville where it intersects Hwy. 18 (River Road) obstructing the visibility of patrons entering on Hwy. 18 from LA 3160 causing a hazardous situation.

**NOW THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL**, do hereby request the Louisiana Department of Transportation and Development to install "NO PARKING" signs on both sides of LA 3160 where it intersects with Hwy. 18 (River Road), on the west side of LA 3160 install sign within 100 feet of the water meter, in Hahnville.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, TASTET, BENEDETTO,  
 HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the resolution was declared adopted this 8<sup>th</sup> day of April, 2013, to become effective five (5) days after publication in the Official Journal.

revised no parking on la 3160 and Hwy 18, Hahnville

CHAIRMAN: Wendy Benedetto

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: 4-10-13

APPROVED: ✓ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: 4/10/13

AT: 1:18 pm RECD BY: [Signature]

**2013-0155**

**INTRODUCED BY:** V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF PLANNING & ZONING)  
CAROLYN K. SCHEXNAYDRE, COUNCILWOMAN-AT-LARGE, DIVISION A  
CLAYTON FAUCHEUX, JR., COUNCILMAN-AT-LARGE, DIVISION B  
MARY TASTET, COUNCILWOMAN, DISTRICT II  
PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV

**RESOLUTION NO.** \_\_\_\_\_

A resolution requesting that the Federal Emergency Management Agency (FEMA) delay the start of the 90 appeal period on the current St. Charles Parish Preliminary DFIRM Maps until FEMA has released the new insurance premium rate chart as developed for the implementation of the Biggert-Waters Act of 2012, and St. Charles Parish has had time to evaluate their effects on its citizens.

**WHEREAS,** St. Charles Parish has received Preliminary DFIRM's from FEMA in December 2012; and,

**WHEREAS,** the combination of these Preliminary DFIRMs and the implementation of the Biggert-Waters Act of 2012 have a potentially drastic effect on flood insurance premiums in St. Charles Parish; and,

**WHEREAS,** the actuarial premium chart being developed for the implementation of the Biggert-Waters Act of 2012 has not been completed nor released to the public; and,

**WHEREAS,** St. Charles Parish will need time once those premiums are made public to evaluate the effect on citizens of our Parish.

**NOW, THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT,** does hereby request that the Federal Emergency Management Agency (FEMA) delay the start of the 90 appeal period on the current St. Charles Parish Preliminary DFIRM Maps until FEMA has released the new insurance premium rate chart as developed for the implementation of the Biggert-Waters Act of 2012, and St Charles Parish has had time to evaluate their effects on its citizens.

The foregoing resolution having been submitted to a vote, the vote thereon was follows:

And the resolution was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

**2013-0113**

**RESOLUTION NO. \_\_\_\_\_**

A resolution to appoint a member to the St. Charles Parish Hospital Service District Board of Commissioners.

**WHEREAS**, There exists a vacancy on the **HOSPITAL SERVICE DISTRICT BOARD OF COMMISSIONERS** due to the expiration of the term of Ms. Barbara Smith on May 22, 2013; and,

**WHEREAS**, it is the desire of the Parish Council to fill this vacancy; and,

**NOW, THEREFORE, BE IT RESOLVED**, that \_\_\_\_\_

is hereby appointed to the **HOSPITAL SERVICE DISTRICT BOARD OF COMMISSIONERS**; and,

**BE IT FURTHER RESOLVED**, that this appointment shall be effective **MAY 22, 2013** and shall expire **MAY 22, 2019**.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

And the resolution was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, to become effective five (5) days after publication in the Official Journal.

APPOINT Hospital Smith.doc

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

**2013-0114**

**RESOLUTION NO. \_\_\_\_\_**

A resolution to appoint a member to the St. Charles Parish Hospital Service District Board of Commissioners.

**WHEREAS**, There exists a vacancy on the **HOSPITAL SERVICE DISTRICT BOARD OF COMMISSIONERS** due to the expiration of the term of Ms. Betty Portera on May 22, 2013; and,

**WHEREAS**, it is the desire of the Parish Council to fill this vacancy; and,

**NOW, THEREFORE, BE IT RESOLVED**, that \_\_\_\_\_

is hereby appointed to the **HOSPITAL SERVICE DISTRICT BOARD OF COMMISSIONERS**; and,

**BE IT FURTHER RESOLVED**, that this appointment shall be effective **MAY 22, 2013** and shall expire **MAY 22, 2019**.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

And the resolution was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, to become effective five (5) days after publication in the Official Journal.

APPOINT Hospital Portera

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_



# ST. CHARLES PARISH

*OFFICE OF THE COUNCIL SECRETARY*

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2013-0045

APRIL 23, 2013

## PUBLIC NOTICE

A VACANCY WILL OCCUR ON THE BOARD OF COMMISSIONERS OF THE SUNSET DRAINAGE DISTRICT DUE TO THE EXPIRATION OF THE TERM OF MR. CURLIS J. MATHERNE. PERSONS INTERESTED IN OBTAINING PETITION FORMS TO BE USED FOR APPOINTMENT MAY CONTACT THE OFFICE OF THE COUNCIL SECRETARY, TIFFANY K. CLARK, COURTHOUSE, HAHNVILLE. THE DEADLINE FOR SUBMITTING PETITIONS IS JUNE 5, 2013.

**PUBLISH: APRIL 25, 2013  
MAY 2, 2013**